



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 30, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

32 OF JUNE 30, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**AWARD SERVICES CONTRACT FOR AUTOMATED DATA ACQUISITION
AND TELEMTRY SYSTEM FOR DOMINGUEZ GAP BARRIER PROJECT TELEMTRY SYSTEM
PHASE 2
CONSULTANT SERVICES AGREEMENT
(SUPERVISORIAL DISTRICTS 2 AND 4)
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

This action is to approve entering into a consultant services agreement with Leed Electric, Inc., for the installation and implementation of an Automated Data Acquisition and Telemetry System that will enable the County of Los Angeles Department of Public Works to remotely collect, store, analyze, and present status information on operational conditions at facilities associated with the Dominguez Gap Barrier Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award and authorize the Director of Public Works or her designee to execute a consultant services agreement with Leed Electric, Inc., for the installation and implementation of the Dominguez Gap Barrier Project Telemetry System Phase 2 for a maximum not-to-exceed fee of \$2,286,464.

Funding for these services is included in the Fiscal Year 2014-15 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. The term of this agreement shall commence upon full execution by both parties and shall extend for a period of either 2 years from the commencement date, or until the final acceptance of the project by the County, plus 1 year of maintenance and support from the date of acceptance, whichever period is longer. The agreement also includes a 1-year extension option, to be exercised at the sole discretion of the County.

3. Delegate authority to the Director of Public Works or her designee to exercise the one, 1-year extension option on the above-referenced agreement at the sole discretion of the Director of Public Works, based upon the level of satisfaction with the services provided.
4. Delegate authority to the Director of Public Works or her designee to execute change orders for unforeseen, additional work directly related to the scope of the agreement by utilizing contingency funds in the total amount of \$210,000 included in the not-to-exceed fee of \$2,286,464.
5. Delegate authority to the Director of Public Works or her designee to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to install and implement an Automated Data Acquisition and Telemetry System (Telemetry System) for the Dominguez Gap Barrier Project (DGBP). The County of Los Angeles Department of Public Works has an existing seawater barrier Telemetry System already installed and functioning that monitors segments of the Alamitos Barrier Project, the DGBP, and the West Coast Basin Barrier Project. The existing seawater barrier Telemetry System utilizes specialized software-related equipment and appurtenances to monitor operational conditions at injection wells, observation wells, and pressure reducing valves. The data is transmitted directly to Public Works' Headquarters in real time, where engineers can evaluate the information and improve operational efficiency of the seawater barriers in order to protect the groundwater from seawater intrusion. This work will extend the existing seawater barrier Telemetry System to monitor segments of the DGBP still without a telemetry system. The DGBP Telemetry System will utilize the same hardware installation and software configuration used on the existing seawater barrier Telemetry System and will be integrated seamlessly.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Community Support and Responsiveness (Goal 2). The recommended actions will help achieve these goals by maximizing the collection of accurate and timely data to ensure that the County's groundwater supply is protected from seawater intrusion.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

This agreement is for a not-to-exceed amount of \$2,286,464, which includes \$210,000 in contingency funds for necessary changes or additions that may arise during the progress of the work related to the original scope of the agreement. Funding for these services is included in the Fiscal

Year 2014-15 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Additional work within this allowance will not be performed without prior written authorization from the Director of Public Works or her designee.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended consultant is Leed Electric, Inc., a certified local small business enterprise located in Santa Fe Springs, California. This agreement will commence upon full execution by both parties and shall extend either for a period of 2 years from such commencement date, or until County's final acceptance of the project, plus 1 year of maintenance and support, whichever period occurs later. With your Board's delegated authority, the Director of Public Works or her designee may extend the term of the agreement for 1 additional year.

The Chief Information Office reviewed this request and recommends approval. The Chief Information Office Analysis is enclosed (Enclosure A). The recommended agreement was solicited on an open-competitive basis and is in accordance with the applicable Federal, State, and County requirements. The consultant is in compliance with the requirements of the Chief Executive Officer and the Board.

The agreement will be substantially similar to the form previously approved as to form by County Counsel (Enclosure B). Prior to the Director of Public Works or her designee executing this agreement, the consultant will sign and County Counsel will review it as to form.

The implementation of the DGBP Telemetry System was split into two phases. Phase 1 was awarded for construction by the Board on May 6, 2014, for a contract amount of \$1,877,745 and will be completed in June 2015. It included the installation of conduits, pull boxes, and new observation well vaults. The proposed Phase 2 includes programming of commercial off-the-shelf software and the installation of cables, instrumentation, and sensors within the existing facilities constructed in Phase 1 of the project. Phase 2 requires a 1-year maintenance and support period from the date of Public Works' final acceptance to ensure that all instrumentation and system components are integrated and properly functioning.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the consultant before any work is assigned.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from California Environmental Quality Act (CEQA) and is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of State CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

CONTRACTING PROCESS

On February 4, 2015, Public Works issued a Request for Proposals (RFP). The RFP was posted on the "Doing Business with Us" website and the "Public Works Contract Opportunities" website. On March 4, 2015, three firms responded to the RFP. An evaluation committee, comprised of staff from Public Works, evaluated the proposals and determined that Leed Electric, Inc., is the highest rated, responsive, and responsible proposer for this project. The evaluation was based on criteria described in the RFP, which included the price, technical expertise, work plan, experience, personnel qualifications, performance history/references, and understanding of the work requirements. The evaluation was completed without regard to race, creed, color, or gender.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The implementation of DGBP Telemetry System Phase 2 will enable Public Works to remotely collect, store, analyze, and present status information on operational conditions at DGBP facilities to ensure that the County's groundwater supply is protected from seawater intrusion.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Water Resources Division.

Respectfully submitted,



GAIL FARBER

Director

Reviewed by:



RICHARD SANCHEZ

Chief Information Officer

GF:CS:vt

Enclosures

- c: Chief Executive Office (Rochelle Goff)
- Chief Information Office (Eric Sasaki)
- County Counsel (Carol Suzuki)
- Executive Office



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Enclosure A

Office of the CIO
CIO Analysis

CA 15-11

DATE:
6/30/2015

SUBJECT:

**DOMINGUEZ GAP BARRIER PROJECT TELEMETRY SYSTEM PHASE 2
AUTOMATED DATA ACQUISITION AND TELEMETRY SYSTEM
CONSULTANT SERVICES AGREEMENT**

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☒ New Contract ☐ Sole Source
☐ Amendment to Contract #: Enter contract #. ☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software ☒ Hardware
☐ Telecommunications ☒ Professional Services

SUMMARY:

Department Executive Sponsor: Gail Farber, Director, Department of Public Works

Description: Approve entering into a Consultant Services Agreement with Leed Electric, Inc., located in Santa Fe Springs, CA, (Leed) for the installation and implementation of an Automated Data Acquisition and Telemetry System that will enable the Department of Public Works (DPW) to remotely collect, store, analyze, and present status information on operational conditions at facilities associated with the Dominguez Gap Barrier Project (DGBP).

Contract Amount: \$2,286,464

Funding Source: Flood Control District Fund Budget

☐ Legislative or Regulatory Mandate

☐ Subvened/Grant Funded: 0%

**Strategic and
Business Analysis**

PROJECT GOALS AND OBJECTIVES:

The primary goal is to extend the existing Seawater Barrier Telemetry System (SBTS) to the remaining portion of the DGBP that does not currently have a telemetry system installed. The DGBP Telemetry System will enhance operational performance and effectiveness. The Agreement will allow DPW to minimize the impact of the project on its existing resources. The Contractor's expertise will help make the extension seamless and minimize any downtime of the telemetry system.

BUSINESS DRIVERS:

DPW's Water Resources Division would like to expand the SBTS to cover the remaining segments of the barriers by incorporating additional facilities, such as new injection wells and observation wells into the existing telemetry system. The extension of the DGBP is a component of that expansion effort, and will allow the Department to effectively manage groundwater quality.

PROJECT ORGANIZATION:

The Executive Sponsor for this Agreement is DPW's Director, Gail Farber. The Contractor's performance will be managed by a Project Manager within the Water Resources Division of DPW.

PERFORMANCE METRICS:

The work performed by the Contractor will be governed by acceptance criteria for each of the tasks in the Scope of Work, which is an Exhibit of the Agreement. The Contractor will be required to provide project management and documentation (drawings, permits, manuals, etc.) and demonstrate that all hardware and software are working and conform to Public Works' specifications, regulatory requirements, and best management practices. Unless authorized, work will be done in the presence of the Project Manager, who will inspect and reject, if materials and workmanship are not in accordance with specifications. When the work is near completion, the Contractor will be required to provide two sets of technical workshops; first, to demonstrate the system functionality, and second, to provide training and knowledge transfer. Final acceptance is contingent upon DPW's successful testing and written acceptance of the deliverables and completion of a 60-day deficiency-free period.


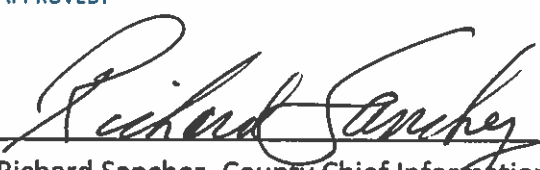
STRATEGIC AND BUSINESS ALIGNMENT:

This project is consistent with Countywide Goal 1, Organizational Effectiveness, Countywide Goal #2, Fiscal Sustainability, and Countywide Goal #3, Integrated Service Delivery. The ability to monitor additional segments of the DGBP increases the efficiency, effectiveness, and integration of the SBTS, and enhances the County's long-term ability to manage its water resources. As this is a very specialized data acquisition and telemetry system, there are no applicable Enterprise Information Technology (IT) considerations, although it is consistent with the technology approach used by previous seawater intrusion barrier projects within DPW.

PROJECT APPROACH:

This is Phase II of the DGBP, one of three DPW-operated seawater intrusion barrier systems. This phase will extend the existing SBTS to monitor additional portions of the DGBP. The first phase (\$1,877,745 and approved by the Board on May 6, 2014) completed the physical infrastructure preparation. This phase will add the additional sensors and controls for the new sections of the DGBP, upgrade the central monitoring/control software, and program the SBTS to utilize the additional sensors and controls.

	<p>ALTERNATIVES ANALYZED:</p> <p>As this project was for new expansion of the SBTs, DPW had the option to hire additional staff to perform the installation and configuration work or to issue a request for proposals (RFP) for a contractor to perform that work. Since the needs are temporary and the skill sets and knowledge required are varied, specialized, and technical in nature, the Department elected to proceed with an RFP. This Agreement seeks approval to award to the highest rated proposer of the three proposals received through that open solicitation.</p>																				
Technical Analysis	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The CIO has determined that the IT matters related to this Agreement is minimal compared to the overall implementation cost for this portion of the DGBP, the majority of which includes the installation of sensors that monitor pressures, water levels, and the like. Approximately \$100,000 (of the maximum contract value of \$2,286,464) are related to the upgrade of server software and programming tasks associated with configuring the sensors and workstations to interface with the existing DPW telemetry system known as SBTs. The SBTs uses commercial off-the-shelf (COTS) software, Siemens WinCC, hosted on servers at DPW's Headquarters Building in Alhambra. DPW operates three seawater barrier projects using the same technology, reducing the risk and leveraging the existing IT investment.</p>																				
Financial Analysis	<p>BUDGET:</p> <p>Contract costs</p> <p>One-time costs:</p> <table> <tr> <td>Hardware.....</td><td>\$ 1,887,866 (furnish/install/test)</td></tr> <tr> <td>Services</td><td>\$ 170,142 (proj. mgmt. & docs)</td></tr> </table> <p>Ongoing annual costs:</p> <table> <tr> <td>Services</td><td>\$ 18,456 (maintenance)</td></tr> <tr> <td>Contingency</td><td>\$ 210,000</td></tr> <tr> <td>Sub-total Contract Costs:</td><td>\$ 2,286,464</td></tr> </table> <p>Other County costs:</p> <p>One-time costs:</p> <table> <tr> <td>Software</td><td>\$ 50,000 (software upgrade)</td></tr> <tr> <td>County staff (existing)</td><td>\$ 50,000</td></tr> <tr> <td>Sub-total one-time County costs:</td><td>\$ 100,000</td></tr> </table> <p>Ongoing annual costs:</p> <table> <tr> <td>County staff (existing)</td><td>\$ 50,000</td></tr> <tr> <td>Sub-total ongoing County costs:</td><td>\$ 50,000</td></tr> </table> <p>Total One-time costs: \$ 2,368,008 (including contingency)</p> <p>Total Ongoing annual costs: \$ 68,456</p> <p>Optional one-year maintenance extension if exercised would be funded from remaining authorized Agreement amount.</p>	Hardware.....	\$ 1,887,866 (furnish/install/test)	Services	\$ 170,142 (proj. mgmt. & docs)	Services	\$ 18,456 (maintenance)	Contingency	\$ 210,000	Sub-total Contract Costs:	\$ 2,286,464	Software	\$ 50,000 (software upgrade)	County staff (existing)	\$ 50,000	Sub-total one-time County costs:	\$ 100,000	County staff (existing)	\$ 50,000	Sub-total ongoing County costs:	\$ 50,000
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County staff (existing)	\$ 50,000																				
Sub-total ongoing County costs:	\$ 50,000																				

Risk Analysis	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> 1. Contractor Performance: The Schedule of Payments of the Agreement includes a 10 percent holdback of payments of all deliverables until Final Acceptance of all deliverables. The RFP requires proposers to have a minimum of three (3) years of recent experience programming the hardware in question and configuring the Siemens WinCC software. Additionally, Leed Electric, Inc., the highest rated, responsive, and responsible proposer, has performed similar work on the DGBP (2004), Alamitos Barrier Project (2007), and the West Coast Basin Barrier Project (2010). Leed holds an as-needed maintenance contract with DPW for maintenance of seawater barrier telemetry systems. 2. Information Security and Data Privacy: The Agreement includes language requiring the Contractor to conform to all applicable laws, as well as County information security and confidentiality requirements. There is further language requiring the Contractor to install and configure all components of the system consistently with good security practices and must provide those configurations for review and approval by the Departmental Information Security Officer and the Contract Manager. <p>The Chief Information Security Officer (CISO) reviewed the Agreement and did not identify any IT security or privacy related issues.</p>
CIO Approval	<p>PREPARED BY:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  <hr/> Eric M. Sasaki, Sr. Associate CIO </div> <div style="text-align: center;"> <u>June 16, 2015</u> <hr/> Date </div> </div> <p>APPROVED:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  <hr/> Richard Sanchez, County Chief Information Officer </div> <div style="text-align: center;"> <u>6-16-15</u> <hr/> Date </div> </div>

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

ENCLOSURE B

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2015.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate
and politic, hereinafter referred to as County,

AND

LEED ELECTRIC, INC.
hereinafter referred to as Consultant,

County has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to improve the efficiency of the Dominguez Gap Barrier Project by installing and implementing a state of the art automated data acquisition and telemetry system.

County is administering this Agreement ("Agreement" or "Contract") for County pursuant to County of Los Angeles Charter Section 56 3/4 and the Agreement between County and County, dated December 26, 1984; and

Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Attachment dated June 16, 2015. No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant a maximum not to exceed fee of Two Million Two Hundred Eighty-Six Thousand Four Hundred Sixty-Four Dollars (\$2,286,464) in the manner set forth immediately below and according to the fee schedule attached to this Agreement as attachment dated April 23, 2015. This amount includes \$210,000 as a contingency fund for changes or additions to the scope of work.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Attachment dated June 16, 2015, up to a maximum of \$2,286,464. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Subject to the maximum not-to-exceed fee of \$2,286,464, Supplemental Consultant Services may be required at County's discretion, upon prior written authorization by Director, and will be based on Consultant's fee schedule attached to this Agreement as attachment dated April 23, 2015.
- c. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause County to consider terminating this Agreement, the County may attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the Agreement.
- d. All funds for payment of services rendered after June 30 of the current fiscal year are subject to County's legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each future fiscal year, and in the event that funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.

- e. Consultant will not be required to perform services which will exceed the Contract amount, scope of work, and Contract dates without amendment to this Agreement. Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the Contract amount stipulated without amendment to this Agreement.
- f. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term

The term of this Agreement shall commence upon final execution by both parties for a period of two years or until final acceptance of the project by the County plus one year of maintenance and support, whichever is later, with a one 1-year renewal option at the sole discretion of the County.

8. Ownership of County Materials

- a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of

County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.
- c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- d. Consultant shall affix the following notice to all County Materials: "© Copyright 2015 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.
- f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

9. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachments 2 of this Agreement.

10. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles County Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and Federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by County.

Consultant specifically recognizes and agrees that if County finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of Contract upon which County may determine to cancel, terminate, or suspend the Contract. While County reserves the right to determine individually that the anti-discrimination provision of the Contracts have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal

Equal Employment Opportunity Commission that Consultant has violated state or Federal anti-discrimination laws shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of the Contract.

At its option, and in lieu of canceling, terminating, or suspending the Contract, County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. County and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Contractor Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor. Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

12. County's Quality Assurance Plan

County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures

taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

13. Assignment

This Agreement shall not be assigned without the prior written consent of County. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any subconsultant, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

15. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

16. Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this

Agreement, either as a prime Consultant or subconsultant, or as a Consultant to any other prime Consultant or subconsultant. Any such involvement by Consultant shall result in the rejection by the County of the bid by the prime Consultant in question.

17. Lobbying

Consultant and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Consultant, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Consultant or any County lobbyist or County lobbying firm retained by Consultant to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may immediately terminate or suspend this Contract.

18. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the Contract or that Consultant's failure to provide such consideration may negatively affect County's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

Consultant shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee, or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

19. Employment of Laid-Off County Employee

Should Consultant require additional or replacement personnel to perform services under this Contract other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified County employees who are targeted for layoff or qualified former County employees who are on a re-employment list.

20. Consultant's Warranty of Adherence to County's Child Support Compliance Program

Consultant acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this Contract.

21. Consultant's Acknowledgment of County's Commitment to Child Support Enforcement

Consultant acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is County's policy to encourage all County consultants to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Consultant's place of business.

22. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-

Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

23. Consideration of Hiring GAIN/GROW Program Participants

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Consultant shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

24. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

25. Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

26. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

27. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Prevailing Wage Requirements

Consultant must comply with all applicable prevailing wage requirements. The subject project is a public work as defined in Section 1720 of the California Labor Code.

29. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

30. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible consultants. Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible consultants.
- b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other Contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the

Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Consultant may have with the County.

- c. The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- d. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the

County.

- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subconsultants of County Consultants.

31. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a Consultant as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, Consultant means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Consultant and has received or will receive an aggregate sum of \$50,000 or

more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Consultant. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the County under the Contract, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of Consultant or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside the Jury Service Program's definition of Consultant and/or that Consultant continues to qualify for an exception to the Program.
- d. Consultant's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Consultant and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. No Payment for Services Provided Following Expiration/Termination of Agreement

Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.

33. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

34. Consultant Assignment

- a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.
- b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

35. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

36. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.

Failure of contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

37. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

38. Maintenance & Support

Refer to Exhibit E (attached).

39. Task/Deliverable Acceptance Certificate

Refer to Exhibit G (attached).

40. Relevant Software Definitions and Provisions

Refer to Exhibit H (attached).

41. Third Party Software

Not Used.

42. Dispute Resolution Procedure

Contractor and County agree to act immediately to mutually resolve any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions described herein and collectively referred to as the "Dispute Resolution Procedures." The parties agree that time is of the essence in the resolution of disputes.

Contractor and County agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved work, that County, in its discretion, determines should be delayed as a result of such dispute.

If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter to their respective Project Manager for the purpose of endeavoring to resolve such dispute.

If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) working days from the date of submission of the dispute, then

the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute, then the matter shall be immediately submitted to the County's Assistant Deputy Director of the Water Resources Division and Contractor's Vice President. These persons shall have five (5) working days to attempt to resolve the dispute.

If the County's Assistant Deputy Director of the Water Resources Division and the Contractor's Vice President are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's President and the Director, but not to Director's designee. These persons shall have five (5) working days to attempt to resolve the dispute.

In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

All disputes utilizing the Dispute Resolution Procedures shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all four (4) levels described in this Dispute Resolution Procedure, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange or correspondence.

43. Confidentiality

Contractor shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall not compromise, appropriate, nor misappropriate in any way any proprietary information, of County or of any third parties, related in any way to the project, including but not limited to all records, information, proprietary information, software codes, trade secrets, confidential information, etc.

Contractor shall indemnify, defend, and hold harmless County, its officers,

employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract as indicated in the Attachment 3.

44. Subcontracting

- 44.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 44.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request.
 - A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 44.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 44.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 44.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor

employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

- 44.6 The County's Project Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 44.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 44.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Department of Public Works
Architectural Engineering Division
Contracts & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 300-2325

before any Subcontractor employee may perform any work hereunder.

45. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Architectural Engineering Division
Contracts & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 300-2325

CONSULTANT

Leed Electric, Inc.
13138 Arctic Circle
Santa Fe Springs, CA 90670
(562) 270-9500

The address for notice may be changed by giving notice pursuant to this paragraph.

46. Compliance with Applicable Law

- 46.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 46.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense, pursuant to Contractor's indemnification obligations under this Paragraph 46 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
47. Damage to County Facilities, Buildings, or Grounds
- 47.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 47.2 If the Contractor fails to make timely repairs, all costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.
48. Force Majeure
- 48.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the

control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

48.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

48.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

49. Local Small Business Enterprise (SBE) Preference Program

49.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

49.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local SBE.

49.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local SBE.

49.4 If the Contractor has obtained certification as a Local SBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and County Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

50. Liquidated Damages

- 50.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 50.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be

deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

50.3 The action noted in sub-paragraph 50 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

50.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph 50.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

51. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

52. Nondiscrimination and Affirmative

52.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

52.2 The Contractor shall certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity Certification.

52.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

52.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

52.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

52.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 52 when so requested by the County.

52.7 If the County finds that any provisions of this sub-paragraph 52 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

52.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

53. Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

54. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

55. Public Records Act

55.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's

documents, books, and accounting records pursuant to sub-paragraph 58-Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 55.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

56. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

57. Publicity

- 57.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- i. The Contractor shall develop all publicity material in a professional manner; and
- ii. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 57.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the

County of Los Angeles, provided that the requirements of this sub-paragraph 57 shall apply.

58. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

58.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

58.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 58 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

58.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for

such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

59. Termination for Convenience

- 59.1 This Contract may be terminated, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than three (3) days after the notice is sent.
- 59.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall 1) stop work under this Contract on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.
- 59.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 58, Record Retention and Inspection/Audit Settlement.
- 59.4 County shall not incur any liability to County, other than payment for work already performed, up to the date of termination.
- 59.5 County may suspend work in lieu of termination indicated in this Section, as determined to be in the best interest of the County.

60. Termination for Default

- 60.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 60.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 60, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 60.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 60.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 60.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 60, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 60, or that the default was excusable under the provisions of sub-paragraph 60.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 59 - Termination for Convenience.
- 60.5 The rights and remedies of the County provided in this sub-paragraph 60 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

61. Termination for Insolvency

- 61.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become

due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Contractor; or 4) The execution by the Contractor of a general assignment for the benefit of creditors.

- 61.2 The rights and remedies of the County provided in this sub-paragraph 61 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

62. Termination For Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

63. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

64. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 64 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

65. Warranty Against Contingent Fees

- 65.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 65.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

66. Transitional Job Opportunities Preference Program

- 66.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 66.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 66.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 66.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

67. Disabled Veteran Business Enterprise Preference Program

- 67.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 67.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- 67.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- 67.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and County Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

68. Entire Agreement

This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

IN WITNESS WHEREOF, the County has, by order of its Board of

Page 32 of 33

Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

LEED ELECTRIC, INC.

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By _____
Deputy County Counsel

June 16, 2015

ATTACHMENT

DOMINGUEZ GAP BARRIER TELEMETRY SYSTEM LEED ELECTRIC, INC.

The services to be rendered by the Consultant shall include all services as described in the County's Request for Proposals dated February 4, 2015, and in the Consultant's proposal dated April 23, 2015 (attached), except to the extent they are inconsistent with this attachment and the terms of this Agreement, and shall consist of all such services as are customarily rendered when providing professional services of this type:

SCOPE OF SERVICES

Consultant shall provide all necessary labor, materials, and equipment to improve the efficiency of the Dominguez Gap Barrier Project by installing and implementing a state of the art automated data acquisition and telemetry system as described in the Exhibit A, Scope of Work (attached), and in the Consultant's proposal dated April 23, 2015.

DELIVERABLES

Deliverables shall be as outlined and listed in the Exhibit A, Scope of Work.

SCHEDULE OF SERVICES

The Consultant will be given a Notice to Proceed by Public Works prior to commencement of services. The term of this Agreement shall commence upon final execution by both parties for a period of two years or until final acceptance of the project by the County plus one year of maintenance and support, whichever is later, with a one 1-year renewal option at the sole discretion of the County.

COMPENSATION

Compensation for these services shall be for a not to exceed fee of \$2,286,464. This amount includes \$210,000 as a contingency fund for changes or additions to the scope of work. Consultant will be compensated based on schedule of payments and on milestone completion and approval by Public Works. Consultant will be reimbursed for additional copies of reports and any other written requests outside the scope of services. Additional work shall not be performed without written authorization from the County. The Consultant agrees that should work be performed outside the Scope of Work and without Public Works' prior written approval, such work shall be deemed a gratuitous effort by the Consultant, and the Consultant shall have no claim, therefore,

against the County.

Invoices shall conform to Public Works' Invoicing Instructions. Invoices shall include a breakdown of work completed and all authorized reimbursable expenses incurred with detailed backup documentation. Mileage is not reimbursable.

Payment for consultant services performed shall include a ten percent (10%) retention. Payment requests equal to ninety percent (90%) of consultant services performed during the previous 30 days or since the last payment request shall be submitted by the Consultant to the County for payment. A payment request for the ten percent (10%) withheld from the task/deliverable payments shall be submitted by the Consultant upon completion of the one-year Maintenance and Support period, which will commence after achievement of Final Acceptance.

A payment request for the ten percent (10%) withheld from the monthly payments shall be submitted by the Consultant upon completion and acceptance by the County of all consultant services performed under the original Contract.

Attach.



April 23, 2015

Mr. Adam Lee
Project Manager
County of Los Angeles
Department of Public Works
900 South Freemont Avenue
Alhambra, CA 91803-1331

Ref.: Price Proposal for:

Consultant Services to install, as per plan, the Dominguez Gap Barrier Project (DGBP) Telemetry System – Phase II

Dear Mr. Lee,

As requested, we are pleased to submit our proposal and preliminary project schedule for the above referenced project. Our attached proposal is itemized by task and by the firm assigned that task be it Leed Electric or Soffa Electric. The task breakout is for budget purposes only and is not intended to affect the not-to-exceed overall contract amount. Further detail includes the listing of required materials and equipment for each task and the cost associated with same including reasonable mark-up. At this time we have not included any optional work items identified in the RFP.

Based on our understanding of the RFP and our subsequent conversations concerning clarification, we submit our total base contract amount of \$2,076,464.00 and a contingency of \$210,000.00 which yields a total Not To Exceed amount of \$2,286,464.00. It is acknowledged that LA County administration approval is required before start of any work involving contingency funds.

The proposed preliminary schedule is driven by the stated availability of critical custom built equipment provided by Soffa Electric and essential to the prerequisite task stated in the schedule. We estimate our final acceptance will be in 52 weeks after NTP. A 52 week maintenance period will begin after final acceptance. We may be able to shorten this time, with the County's quick return on submittals and favorable conditions.

Should you have questions pertaining to this proposal please contact me, Seth Jamali, at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Seth A. Jamali'.

Seth A. Jamali
General Manager

February 19, 2015

EXHIBIT J

SCHEDULE OF PAYMENTS

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following prices. County will withhold a 10% retention of each payment and release accumulated retention amount as the final project payment upon Final Acceptance of all Deliverables. No payment will be made until acceptance of each Deliverable in accordance with all of the applicable provisions of the Consultant Services Agreement. This is a summary of Deliverables only and must be read in conjunction with all the requirements of the Consultant Services Agreement and its various exhibits and attachments, including Exhibit A, Scope of Work. Unless otherwise noted, section references under the Task column are to sections of Exhibit A, Scope of Work, to the Consultant Services Agreement. County will reimburse the Contractor for all permit fees and inspection costs associated with Task 3, and the cost of new or upgraded server licenses associated with Task 7, at a markup of 5%. The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Payments, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

SCOPE OF WORK TASK	DELIVERABLE	UNIT	UNIT RATE	ESTIMATED NO. OF UNITS	PAYMENT AMOUNT
TASK 1: PROJECT MANAGEMENT					
J-1	Work Schedule	LS	\$ 26,902.00	1	\$ 26,902.00
J-2	Management Meetings	EA	\$ 361.00	25	\$ 9,025.00
TASK 2: SUBMITTALS					
K-1.1	All Working Drawings	LS	\$ 13,608.00	1	\$ 13,608.00
K-1.2	All Shop Drawings	LS	\$ 13,608.00	1	\$ 13,608.00
K-1.3	All Supporting Information for Exhibit D, Equipment List	LS	\$ 7,344.00	1	\$ 7,344.00
K-1.4	Acceptance Test Plan	LS	\$ 2,333.00	1	\$ 2,333.00
TASK 3: PERMITS					
L-1	All permits and respective payments for all inspections by governing authorities necessary to complete the objectives and requirements of the Scope of Work (NOTE: County will reimburse Consultant for total cost of all Permits).	-	-	-	-


TASK 4: CONDUIT, CONDUCTOR, SERVICE METER, AND WIRE INSTALLATION					
M-1 to M-2	Installation of all Conduit	LS	\$ 114,450.00	1	\$ 114,450.00
M-1 to M-2	Installation of all Power Conductors	LS	\$ 196,566.00	1	\$ 196,566.00
M-1 to M-2	Installation of all Signal and Control Wires	LS	\$ 204,166.00	1	\$ 204,166.00
M-1 to M-2	Installation of all Pull Boxes	LS	\$ 6,188.00	1	\$ 6,188.00
M-1 to M-2	Installation of all Service Meters	LS	\$ 14,188.00	1	\$ 14,188.00
TASK 5: SENSOR AND COMMUNICATION CABLE INSTALLATION, CALIBRATION, AND TESTING					
N-1 to N-2	Installation of all Sensors	LS	\$ 884,617.00	1	\$ 884,617.00
N-1 to N-2	Installation of all communications cables (from RIO to PLC sites)	LS	\$ 110,096.00	1	\$ 110,096.00
N-3	Calibration and testing of all sensors and communications cables	LS	\$ 9,936.00	1	\$ 9,936.00
TASK 6: AUTOMATED DATA ACQUISITION AND TELEMETRY SYSTEM INSTALLATION AND TESTING					
O-1 to O-2	Installation and wiring of all PLC/RIO(s) and appurtenances	LS	\$ 260,682.00	1	\$ 260,682.00
O-3	Testing, documentation, and demonstration of functionality for PLC/RIO(s) and appurtenances	LS	\$ 85,450.00	1	\$ 85,450.00
O-4	Spare Parts	LS	\$ 1527.00	1	\$ 1527.00
TASK 7: SOFTWARE PROGRAMMING/CONFIGURATION, INTEGRATION, AND TESTING					
P-1	Program all PLCs, RIOS, and related appurtenances so the ADATS operates as outlined in the Scope of Work and it integrates transparently with the existing Seawater Barrier Telemetry System.	HR	\$151.00	120	\$18,120.00
P-1	Program and configure new Interface screens for the DGBP Telemetry System modeled after the existing Seawater Barrier Telemetry System.	HR	\$151.00	120	\$18,120.00
P-1	Configuration of HMI workstations at Alamitos Yard, Dominguez Yard, El Segundo Yard, and Redondo Yard.	HR	\$151.00	10	\$1,510.00
P-1	Configuration of existing alarm management software on the server at LACDPW Headquarters Water Resources Division Blue Room.	HR	\$151.00	40	\$6,040.00
P-1	Coordination with Public Works' Information Technology Division (ITD) to connect Segments 3, 4, and 5 PLCs to Headquarters via T1 lines.	HR	\$151.00	10	\$1,510.00

P-1	Upgrade server licenses at Public Works' Headquarters and field workstations as needed to allow monitoring of additional DGBP telemetry signals. Delivery of all additional licenses and/or capacity requirements to allow for full use of the ADATS by Public Works as required in the Agreement, including Exhibit A (Scope of Work). (NOTE: County will reimburse Consultant for the total cost of all new software licenses.)	HR	\$ 151.00	10	\$1,510.00
P-1	Testing, documentation, and demonstration of functionality of the complete ADATS to monitor and analyze the collected data.	HR	\$ 151.00	10	\$1,510.00
TASK 8: O&M Manuals					
Q-1 to Q-7	Operation and Maintenance Manuals (3 hard copies and 1 electronic copy)	LS	\$ 10,672.00	1	\$10,672.00
TASK 9: WORKSHOP MEMORANDUM					
R	Memorandum detailing workshop objectives and goals.	LS	\$ 5,336.00	1	\$5,336.00
TASK 9A: Technical Workshop Set No. 1					
R-1	Technical Workshops to demonstrate ADATS functionality and confirm the direction of the interface and application development. Present/discuss graphical interface, software, operator screens, system integration programming, operation and maintenance, standards and functionality, and necessary simulations	EA	\$ 2,134.00	2	\$ 4,268.00
TASK 9B: Technical Workshop Set No. 2					
R-2	Technical Workshops to demonstrate system performance. Training for Public Works personnel on each instrument, network hardware function, and maintenance. Various jobsite visits to demonstrate hands-on use of programming, system components, and screen navigation.	EA	\$ 2,134.00	2	\$ 4,268.00
TASK 10: FINAL TESTING					
S	Final testing	LS	\$ 8,096.00	1	\$8,096.00
TASK 11: PROJECT RECORD DOCUMENTS					
T-1	All As-Built Drawings	LS	\$ 6,256.00	1	\$ 6,256.00

T-2	All Record Documents and Process Documentation	LS	\$ 943.00	1	\$ 943.00
T-3	Updated Exhibit D, Equipment List	LS	\$ 1,987.00	1	\$ 1,987.00
TASK 12: FINAL ACCEPTANCE, SYSTEM MAINTENANCE AND SUPPORT					
U-1	ADATS operates for 60 consecutive days in Public Works' production environment without deficiencies.	LS	\$ 5,189.00	1	\$ 5,189.00
U-2	Final Acceptance.	LS	\$ 1,987.00	1	\$ 1,987.00
U-3	Contractor's commitment to provide system maintenance and support for one full year from Final Acceptance.	MONTH	\$ 1,538.00	12	\$ 18,456.00

Write-out: Two Million, Seventy Six Thousand and Four Hundred Sixty Four Dollars (\$2,076,464.00)

TOTAL AMOUNT

LEGAL NAME OF PROPOSER Leed Electric Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President/General Manager		
DATE 03/04/2015	STATE CONTRACTOR'S LICENSE NUMBER 379096	LICENSE TYPE C10 & A
PROPOSER'S ADDRESS: 13138 Arctic Circle Santa Fe Springs, CA 90670-5508		
PHONE (562) 270-9500	FACSIMILE (562) 863-5723	E-MAIL sjamali@leedelectric.com

SCOPE OF WORK

DOMINGUEZ GAP BARRIER TELEMETRY SYSTEM

SECTION 1 – GENERAL INFORMATION AND REQUIREMENTS

A. OBJECTIVE

The County of Los Angeles Department of Public Works (Public Works) has an existing Seawater Barrier Telemetry System already installed and functioning that monitors segments of the Alamitos Barrier Project (ABP), the Dominguez Gap Barrier Project (DGBP), and the West Coast Basin Barrier Project (WCBBP). The existing Seawater Barrier Telemetry System utilizes Siemens WinCC software and other Siemens related equipment and appurtenances. The purpose of this Scope of Work is to extend the existing Seawater Barrier Telemetry System to monitor segments of the DGBP still without an Automated Data Acquisition and Telemetry System (ADATS). The extension shall be seamless, with the same hardware installation and software configuration already used on the Seawater Barrier Telemetry System.

This Scope of Work as described herein provides tasks and specifications that will direct the prosecution of work to completion. Prosecution of the work will incorporate the Contractor's expertise in installing/programming the DGBP Telemetry System. The Contractor is responsible to provide Public Works with a workable and scalable finished product as described in this Section A, Objective.

B. PUBLIC WORKS' CONTRACT MANAGER

Public Works' Contract Manager will be Adam Lee of Water Resources Division, who may be contacted at (626) 458-6185, Monday through Thursday, 7:00 a.m. to 5:00 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor shall be notified in writing when there is a change in Contract Manager.

C. WORK ORGANIZATION

C - 1 GENERAL

The organization and payment of the work shall be divided into each individual deliverable as listed in Section V, Schedule of Tasks and Deliverables. Each task shall be performed as described in this Scope of Work; Project Plans, which is Exhibit B to the Request for Proposals dated February 4, 2015; and any other reference cited herein. The Contractor is responsible for organizing its work according to the specified task.

C-2 REQUIRED AND OPTIONAL FACILITIES

Required facilities are denoted on Project Plans, and in Table E – 1.2 (a) and (b). Optional facilities are designated by an asterisk (i.e. *). Depending on funding, none, some, or all of the optional facilities may be included in the ADATS. Optional facilities shall not be added in the ADATS without prior written authorization from the Contract Manager. For optional facilities authorized by the Contract Manager, each completed optional facility configuration shall be fully compatible with and integrated into the entire ADATS.

D. WORK LOCATION

The work shall be performed in the following cities:

- City of Carson
- City of Los Angeles

E. SCOPE AND CONTROL OF WORK

E - 1 WORK DESCRIPTION

E - 1.1 General

Without limiting the other specifications and requirements set forth in this Scope of Work, the Contractor shall meet the following requirements.

Furnish, install, connect, configure, and implement the DGBP Telemetry System as indicated in Project Plans. The completed telemetry system shall provide both local and remote monitoring capabilities of specific conditions of the entire barrier system. All accessories required for satisfactory installation and operation of the equipment in order to meet the objective of the telemetry system as described herein shall be furnished and installed whether or not explicitly mentioned in this Scope of Work or shown on Project Plans.

The Contractor is responsible for the manufacture delivery and installation of all necessary hardware, for software configuration, and other project components. It is important to note that Public Works has an existing Seawater Barrier Telemetry System already installed and functioning that monitors segments of the ABP, the DGBP, and the WCBBP. The existing Seawater Barrier Telemetry System utilizes Siemens WinCC software and other Siemens related equipment and appurtenances. The purpose of this project

is to extend the existing Seawater Barrier Telemetry System to monitor segments of the DGBP not yet installed with an ADATS.

The hardware for the DGBP Telemetry System shall be installed to operate in harsh outdoor environments consistent with southern California coastal communities without auxiliary heating and cooling systems. The telemetry system shall be designed to operate and monitor 24 hours per day, unattended, with operator attention required only periodically. Operator intervention requirements shall be limited to analyzing collected data as desired, modifying system timing, and responding to alarms.

The completed DGBP Telemetry System shall provide real-time data monitoring, logging the data every 15 minutes (with synchronized reporting by all equipment), present the data in a user-friendly interface similar to the existing WinCC screens and allow for quick data manipulation and analysis. All software configurations and hardware, and all installation thereof, shall be similar and compatible to that already installed on the Seawater Barrier Telemetry System.

All work shall be performed in accordance with this Scope of Work, Project Plans, the approved working and shop drawings, and any other supporting documents later incorporated into the project Scope of Work.

E - 1.2 Performance Criteria

The DGBP Telemetry System shall be fully capable of monitoring the conditions of the barrier facilities identified on Table E – 1.2 (a) and in subsection E - 2, Plans and Specifications. Table E – 1.2 (a) describes the well and facility components that will be monitored by the telemetry system. The wells and facilities denoted by an asterisk (i.e., *) are to be incorporated into the Scope of Work with approval from the Contract Manager as an Optional Task as described in subsection C-2, Required and Optional Facilities. The following is a list of data that will be monitored by the telemetry system.

Injection Wells

1. Water Levels
2. Flow Rates
3. Well Head Pressures

4. Vault Floodings
5. Packer Pressures (Dual injection wells with packers)
6. Pipeline Pressures

Observation Wells

1. Water Levels

Table E -1.2(a)				
DOMINGUEZ GAP BARRIER PROJECT FACILITY INFORMATION				
PLC & RIO PANEL	CITY LOCATION	WELL NUMBER	SITE TYPE	FACILITY/WELL TYPE
RIO-28CE	CARSON	28H	Injection	Multiple
		28CE	Observation	Single
		28C	Injection	Dual
RIO-28A	CARSON	27YC	Observation	Multiple
		28A	Injection	Single
		27Y	Injection	Dual
RIO-27W	CARSON	27W	Injection	Multiple
		27TW	Observation	Multiple
		27T	Injection	Dual
RIO-27Q	LOS ANGELES	27MT	Observation	Multiple
		27Q	Injection	Multiple
		27M	Injection	Single
RIO-27J	LOS ANGELES	27JM	Observation	Multiple
		27J	Injection	Multiple
		27F*	Injection	Dual
RIO-27E	LOS ANGELES	27E	Injection	Multiple
		27BF	Observation	Multiple
		27B	Injection	Dual
RIO-27A	LOS ANGELES	27A	Injection	Multiple
		26YA	Observation	Multiple
		26Y	Injection	Dual
WIO-26TY	LOS ANGELES	26TY	Observation	Multiple
PLC-26R	LOS ANGELES	26T	Injection	Dual
		26R(200)	Injection	Single
		26R(400)	Injection	Single
		26NT	Observation	Multiple

Table E -1.2(a)				
DOMINGUEZ GAP BARRIER PROJECT FACILITY INFORMATION				
PLC & RIO PANEL	CITY LOCATION	WELL NUMBER	SITE TYPE	FACILITY/WELL TYPE
RIO-26JN	LOS ANGELES	26N	Injection	Dual
		26JN	Observation	Multiple
RIO-26DJ	LOS ANGELES	26J	Injection	Dual
		26DJ	Observation	Multiple
RIO-26C	LOS ANGELES	26D	Injection	Dual
		26C(200)	Injection	Single
		26C(400)	Injection	Single
		26BC	Observation	Multiple
		26BC(SIL)	Observation	Single
		26B	Injection	Dual
RIO-25XB	LOS ANGELES	26A	Injection	Multiple
		25XB	Observation	Multiple
		25Y0.1	Observation	Single
		25Y	Injection	Single
RIO-25W	LOS ANGELES	25W	Injection	Single
		25TW	Observation	Multiple
		25T	Injection	Single
RIO-25K1	LOS ANGELES	25Q	Injection	Single
		25KQ	Observation	Single
		25K1	Injection	Single
RIO-25H	LOS ANGELES	25EH	Observation	Multiple
		25H	Injection	Single
PLC-25E	LOS ANGELES	25H'1	Observation	Single
		25E	Injection	Single
		25CE	Observation	Single
RIO-24Z	LOS ANGELES	25C	Injection	Single
		25C0.1	Observation	Single
		24Z	Injection	Single
		24XZ	Observation	Multiple
RIO-24V	LOS ANGELES	24X	Injection	Single
		24V0.1	Observation	Single
		24V	Injection	Single
		24QV	Observation	Single
RIO-24M	LOS ANGELES	24Q	Injection	Single
		24MQ	Observation	Multiple
		24M	Injection	Single

Table E -1.2(a)				
DOMINGUEZ GAP BARRIER PROJECT FACILITY INFORMATION				
PLC & RIO PANEL	CITY LOCATION	WELL NUMBER	SITE TYPE	FACILITY/WELL TYPE
RIO-24EH	LOS ANGELES	24H	Injection	Single
		24EH	Observation	Single
		24E	Injection	Single
RIO-23YB	LOS ANGELES	24B	Injection	Single
		23YB	Observation	Multiple
		23Y	Injection	Single
		23T	Injection	Single
		23T 7	Observation	Single

*Denotes additional scope elements to be included in the DGBP Telemetry System as an Optional Task (see subsection C-2), as approved by the Contract Manager.

Table E -1.2(b)				
DOMINGUEZ GAP BARRIER PROJECT FACILITY INFORMATION				
PLC PANEL	CITY LOCATION	PARAMETER	SITE TYPE	INSTRUMENT TYPE
PLC-WS1	CARSON	Flow	PRV ¹	Flow Meter
		L1 Upstream psi		Pressure Meter
		L1 Downstream psi		
		L2 Upstream psi		
		L2 Downstream psi		
		L3 Upstream psi		
		L3 Downstream psi		
PLC-25E	LOS ANGELES	Flow	*LADWP ² PRV	Flow Meter
		Downstream psi		Pressure Meter

*Denotes additional scope elements to be included in the DGBP Telemetry System as an Optional Task (see subsection C-2), as approved by the Contract Manager.

1. PRV: Pressure reducing valve

2. LADWP: Los Angeles Department of Water and Power

The DGBP Telemetry System shall use the Siemens WinCC software and the telemetry server currently in use at Public Works' Headquarters Building, and at other facilities utilizing Siemens equipment.

The DGBP Telemetry System shall operate both automatically on a scheduled frequency and manually as required to fulfill the needs of Public Works.

1. Transmission: The monitored data shall be transmitted in real-time to the Public Works Headquarters central computer and all existing Seawater Barrier Telemetry System workstations. The transmission path method shall be as shown on Project Plans, Sheet 3, and as described in subsection E - 2, Plans and Specifications, and subsection O-2, Products.
2. Data Storage: The monitored data shall be automatically stored every 15 minutes on the Public Works Headquarters central computer and all existing Seawater Barrier Telemetry System workstations.
3. Alarms: The DGBP Telemetry System shall be capable of triggering alarms based on user configurable threshold limits of any instrument reading or calculated value. The telemetry system shall accommodate system additions to call Public Works dispatch and Public Works Flood Maintenance Division (FMD) in the occurrence of an alarm.
4. Display: The DGBP Telemetry System shall display both the current and historical trending in a graphical user interface as provided by the existing telemetry server located in the Public Works Headquarters.

E - 2 PLANS AND SPECIFICATIONS

E - 2.1 General

The Contractor shall keep at the jobsite a copy of this Scope of Work and Project Plans, at all times.

This Scope of Work and Project Plans are intended to be complementary and cooperative. Anything specified in this Scope of Work and not shown on Project Plans, or vice versa, shall be as though shown on or specified in both.

Project Plans shall be supplemented by such working drawings and shop drawings as are necessary to adequately control the work.

The Contractor shall ascertain the existence of any conditions affecting the cost of the work through a reasonable prior examination of the jobsite.

The Contractor shall, upon discovering any error or omission in this Scope of Work or Project Plans, immediately call it to the attention of the Contract Manager.

E - 2.2 Project Plans

a. Project Plans includes the following:

1. DGBP Telemetry System cover sheet and table of contents.
2. Overall system architecture.
3. One-line diagrams
4. Location drawings
5. Instrumentation diagrams
6. Construction details

E - 2.3 Specifications

The work shall be performed or executed in accordance with this Scope of Work.

E - 3 RIGHT OF WAY / WORK BOUNDARY

The Contractor shall perform the work within the limits of Public Works' or public right of way. The DGBP Telemetry System is to be installed in the location as described on Project Plans. The work boundary is defined as the boundary within which the Contractor shall perform the work. Unless otherwise provided, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work area and facilities temporarily required. The Contractor shall indemnify and hold harmless from all claims for damages caused by such actions.

E - 4 INSPECTION

The work is subject to inspection and approval by the Contract Manager. The Contractor shall notify the Contract Manager before noon of the working day before inspection is required. Work shall be done only in the presence of the Contract Manager, unless otherwise authorized. Any work done without proper inspection will be subject to rejection. The

Contract Manager and any authorized representatives shall at all times have access to the work during its construction at shops and yards as well as the jobsite. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with these specifications. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

F. CHANGES IN WORK

The Contractor shall prosecute work to completion regardless of changes in required materials, equipment, personnel, other pertinent resources, and in field and working conditions throughout the duration of this Contract. The Contractor shall implement sound construction and engineering judgment in meeting this Scope of Work objectives as described in Section A, Objective. Public Works anticipates the judicious prosecution of the work to meet those objectives.

The Contractor shall prudently project any foreseeable changes in work to meet the objective of this Scope of Work. The Contractor shall be responsible for the cost of such changes.

Where unforeseeable changes occur during the prosecution of work the Contractor shall, before proceeding with work, provide all relevant evidence that such changes are required to practically meet the objective of this Scope of Work for approval by Public Works. If and only when Public Works approves the unforeseeable change in work, Public Works shall reimburse the Contractor in such amounts as it deems appropriate for the work that has been changed. The Contractor shall provide Public Works with receipts, bills, invoices, and the like for proper justification of said reimbursement.

G. PRODUCT DELIVERY, STORAGE, AND HANDLING

G - 1 PROTECTION

Contractor shall protect equipment during transportation and installation; provide proper coverage to prevent damage due to weather conditions; store at a secure site to mitigate against theft or vandalism; and replace damaged materials. Stored materials shall be reasonably accessible for inspection.

The Contractor may store equipment, materials, and pertinent components for the telemetry system at the following location:

Dominguez Yard
2159 East Sepulveda Boulevard
Carson, CA 90810

Public Works is not responsible for damage or loss to Contractor's equipment, materials, and pertinent components that are stored or left at any County facilities. If additional storage is required for the project, the Contractor shall ensure that such facilities are secured prior to commencement of work.

G - 2 INSPECTION

All materials intended for use on this project are subject to inspection. Contractor shall make all materials available for inspection by an agent of Public Works.

H. EXECUTION OF WORK

To minimize public inconvenience and possible hazard and to restore street and other work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently execute the work to completion. If the Contract Manager determines that the Contractor is failing to execute the work to the proper extent, the Contractor shall, upon orders from the Contract Manager, immediately take steps to remedy the situation.

H - 1 WORKING DAY

A working day is any day within the period when the Notice to Proceed is issued and the date provided for completion. Days that are not considered working days are as follows:

1. Saturday
2. Sunday
3. Any day designated as a holiday by Public Works.
4. Any day designated as a holiday in a Master Labor Agreement entered into by the Contractor.

I. RESPONSIBILITIES OF THE CONTRACTOR

Contractor shall provide new components that shall be in working order at time of installation and testing.

Contractor shall perform testing to ensure that DGBP Telemetry System functions and the Automatic Data Acquisition occur as per this Scope of Work.

Contractor shall provide software and hardware that will be compatible with Public Works existing Siemens WinCC application.

Contractor shall install and configure all deployed hardware and software in a manner consistent with good security practices to mitigate unauthorized access to any installed component or system. This includes but may not be limited to wireless radios, Ethernet switches, PLC devices, telemetry alarm management software, etc.

I - 1 REQUIREMENTS AND REGULATORY AGENCIES

I - 1.1 Codes

Contractor shall perform work in accordance with the latest applicable edition requirements of the following agencies and as specified and as applicable whether explicitly stated or not in this Scope of Work or Project Plans:

1. Americans with Disabilities Act (ADA).
2. Standard Specifications for Public Works (Green Book).
3. The American Public Works Association (APWA) Standard Plans for Public Works Construction.
4. California/OSHA (Occupational Safety and Health Act) Construction Safety Orders.
5. All local codes which govern the installation and usage of electrical and electronic equipment, including pertinent conduits and structural facilities.
 - American Society for Testing and Materials (ASTM).
 - American Concrete Institute (ACI).
 - American National Standards Institute (ANSI).
 - Institute of Electrical and Electronic Engineers (IEEE).
 - Instrument Society of America (ISA)
 - National Electrical Contractors Association (NECA)
 - National Electrical Manufacturers Association (NEMA).
 - National Fire Protection Association (NFPA).
 - NFPA 70, National Electric Code (NEC).
 - California Public Works Association (CPWA).

I - 2 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. Public Works, its workers and contractors and others, shall have the right to operate within or adjacent to the jobsite during the performance of such work.

Public Works, the Contractor, and each of such workers, contractors and others shall coordinate their operations and cooperate to minimize interference.

The Contractor shall be responsible for all costs involved as a result of coordinating its work with others. The Contractor will not be entitled to additional compensation from Public Works for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the Contractor shall redeploy its work force to other parts of the work.

I - 3 PROJECT SITE MAINTENANCE

I - 3.1 Cleanup

Throughout all phases of installation, including suspension of work, and until final acceptance, the Contractor shall keep the jobsite clean and free from rubbish and debris.

Materials and equipment shall be removed from the jobsite as soon as they are no longer necessary. Before the final inspection, the jobsite shall be cleared of equipment, unused material, and rubbish so as to present a satisfactory clean and neat appearance. Contractor shall be responsible for all cleanup costs.

I - 3.2 Temporary Light, Power, and Water

The Contractor shall furnish, install, maintain, and remove all temporary light, power, and water at its own expense. These include piping, wiring, lamps, and other equipment necessary for the work and shall include constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.

I - 3.3 Sanitation

The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition. They shall

also comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps.

Wastewater shall not be interrupted. Should the Contractor disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

I - 4 BEST MANAGEMENT PRACTICES

Best Management Practices (BMPs) shall be defined as any program, technology, process, sighting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The Contractor shall have a minimum of two readily accessible copies of each publication on the jobsite at all times.

As a minimum, the Contractor shall implement the following BMPs in conjunction with all its activities and construction operations:

<u>NO.</u>	<u>CONSTRUCTION PRACTICES</u>
CD4(2)	Water Conservation Practices

<u>NO.</u>	<u>WASTE MANAGEMENT</u>
CD13(2)	Solid Waste Management
CD17(2)	Sanitary/Septic Waste Management

<u>NO.</u>	<u>VEHICLE AND EQUIPMENT MANAGEMENT</u>
CD18(2)	Vehicle and Equipment Cleaning
CD19(2)	Vehicle and Equipment Fueling
CD20(2)	Vehicle and Equipment Maintenance

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operations. When more

than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

The Contractor shall implement BMPs for approximately 100 linear feet ahead of and behind the jobsite area.

Public Works, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Department, and private citizens. Public Works will assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for this Contract and/or is otherwise in noncompliance with these provisions. In addition, Public Works will deduct, from the final payment due to the Contractor, the total amount of any fines levied on Public Works, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

I - 5 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right of way which are not designated for removal which are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed due to Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

I - 6 PUBLIC CONVENIENCE AND SAFETY

I - 6.1 Working Hours

The Contractor shall perform work in the hours prescribed by each respective city.

I - 6.2 Street Closures, Detours, Barricades

The Contractor shall comply with all applicable State, County, and city requirements for the closure of streets. The Contractor shall

provide flag persons and watch persons as required to control traffic and advise the public of detours and construction hazards. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during the course of work.

I - 6.3 Traffic Control Plans and Devices

The Contractor shall provide any necessary traffic control plans, in accordance with the Manual of Uniform Traffic Control Devices. In addition, the Contractor shall operate all traffic control devices as specified in the Caltrans "Manual of Traffic Controls – For Construction and Maintenance Work Zones."

I - 7 CONFINED SPACES

- a. Confined Space Entry Program. The Contractor shall be responsible for implementing, administering and maintaining a Confined Space Entry Program (CSEP) in accordance with Sections 5156, 5157, and 5158, Title 8, CCR.

Prior to performing any work in a confined space, the Contractor shall prepare and submit its comprehensive CSEP to the Contract Manager. The CSEP shall address all potential physical and environmental hazards and contain procedure for safe entry into confined spaces, including, but not limited to the following:

1. Training of personnel
2. Purging and cleaning the space of materials and residue
3. Potential isolation and control of energy and material inflow
4. Controlled access to the space
5. Atmospheric testing of the space
6. Ventilation of the Space
7. Special hazards consideration
8. Personal protective equipment
9. Rescue plan provisions

The Contractor's submittal shall include the names of its personnel, including subcontractor personnel, assigned to the project who will

have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

- b. Permit-Required Confined Spaces. Entry into permit-required confined spaces as defined in Section 5157, Title 8, CCR is required as a part of the work. The Contractor shall implement a permit space program prior to performing any work in a permit-required confined space. A copy of the permit shall be available at all times for review by Contractor and Public Works personnel at the jobsite.

SECTION 2- PROJECT TASKS AND DELIVERABLES

J. TASK 1: PROJECT MANAGEMENT

J - 1 WORK SCHEDULE

The work schedule shall reflect the following:

J - 1.1 Criteria

Within 15 working days after Public Works issues the Notice to Proceed, the Contractor shall prepare and deliver a work schedule that conforms to the following criteria:

1. The work schedule shall be prepared using an automated Network Analysis System (NAS) with Critical Path Method (CPM) techniques. The NAS shall be the latest version of Primavera "Suretrak," Microsoft "Project," or Public Works approved equal.
2. Task items shall be based on the items of work for each task per Section C, Work Organization.
 - a. Work activities shall be subdivided into those portions to be installed during each task.
 - b. The procurement of materials and equipment shall be included as activities.
 - c. Work to be performed by subcontractors shall be identified and shown as work activities.
3. The time of completion as described in Agreement for Consultant Services.
4. Completion of the work shall be performed in accordance with this Scope of Work and Project Plans.

5. Milestones shall be clearly illustrated and identified as such.

J - 1.2 Requirements

The work schedule shall reflect the following:

1. Contractor shall work within the time restrictions as specified by each city.
2. Contractor shall schedule and be responsible for coordinating related work with other trades, vendors, subcontractors, and others to avoid omissions and delays in project status.
3. Work shall be scheduled to be performed by task as described in Section C, Work Organization. The required wells shall be scheduled and performed first.
4. The Contractor shall obtain prior written approval from the Contract Manager before any work is started on optional wells and or facilities.
5. Work performed on optional wells and facilities shall be indicated on the schedule. Material and equipment required for this task shall not be procured prior to the Contractor receiving prior written approval from the Contract Manager.

J - 1.3 Monthly Updates

The Contractor shall submit two paper copies of the updated work schedule to the Contract Manager on the first working day of each month.

All work shall be performed in accordance with the approved schedule. Any variations to project scheduling must be approved by the Contract Manager.

J - 2 **MANAGEMENT MEETINGS**

Contractor shall attend and participate in all meetings scheduled by or at the request of the Contract Manager. These include, but are not limited to, a regularly scheduled weekly management meeting on the project site for the purposes of the management of the installation and for the management of the project site operations. The Contractor shall attend and participate in all pre-job meetings with each respective city, at least one week prior to starting work within that city. The Contractor shall make available those resources, reports, and records necessary to effectuate

timely and productive management meetings. The Contractor shall formally record and publish the minutes, which shall be furnished to all attendees and other interested parties no later than 72 hours following the conclusion of the meeting.

K. TASK 2: SUBMITTALS

K - 1 SUBMITTALS

Submittals as described below shall be mailed to the Contract Manager within 20 business days of the issuance of the NTP. All submittals shall be approved by the Contract Manager prior to commencement of any work.

Contractor shall provide the planned security configurations for each installed component or system (if applicable) for review and approval by Contract Manager and Information Security Officer.

K - 1.1 Working Drawings

Working drawings shall show details of work to be designed and performed by Contractor that are not specifically shown on Project Plans, or conditions encountered in the field.

K - 1.2 Shop Drawings

Shop drawings shall show details of manufactured or assembled products proposed to be incorporated into the work. Shop drawings include:

1. ADATS Equipment, subsection O - 1.2, Submittals.
2. Instrumentation, subsection N - 1.2, Submittals.
3. Conduit, conductor, service meter, and wire.
4. Subsection M-1.3, Submittals.

K - 1.3 Supporting Information

The following is a list of supporting information required for the administration of this Contract:

Data supporting Exhibit D, Equipment List, including updates, if applicable. This includes, but is not limited to, catalog sheets, manufacturer's brochures, technical bulletins, specifications, equipment cut sheets, diagrams, product samples, and any other information necessary to describe a system, product, or item.

K - 1.4 Acceptance Test Plan

Prior to Final Testing, the Contractor must submit an Acceptance Test Plan that is mutually approved by Public Works and vendor prior to commencing testing to verify that the ADATS meets the requirements and specifications. See Section S for Final Testing requirements.

L. TASK 3: PERMITS

L-1 PERMITS

The Contractor shall inquire the governing authorities (see below) to confirm that encroachment permits are necessary. If so, the Contractor shall obtain and pay for permits required for the tasks in this Scope of Work prior to the start of the work in the corresponding governed areas. The Contractor shall also arrange and pay for any necessary inspections. The Contractor shall abide by the terms and conditions of all obtained permits. Public Works shall reimburse the Contractor for all permit fees and associated inspection fees required to complete the work identified in the Scope of Work at a markup of 5%. The Contractor shall provide both hard and electronic copies of all required permits and permissions and all supporting documentation including invoices and receipts.

1. City of Carson Public Works Permit Inspection:
310-952-1700
2. City of Los Angeles Public Works Permit Inspection:
310-732-4677

M. TASK 4: CONDUIT, CONDUCTOR, SERVICE METER, AND WIRE INSTALLATION

M - 1 GENERAL

Contractor shall install all electrical conduit and related products in accordance with this Scope of Work. Detailed product specifications are included in Product Specifications, which is Exhibit C to the Request for Proposals dated February 4, 2015, for all products listed in subsection M-1.1 below.

The approximate number of devices and related appurtenances to be installed in each work location are included in Section V, under Task No. 4.

M - 1.1 Subsection Includes.

- Metal Conduit.
- Liquid tight flexible metal conduit.
- Fittings and conduit bodies.
- Plastic conduit and fittings.
- Power conductors 600 volts and below.
- Signal and control wires.
- Pull boxes.
- Service meter.

M - 1.2 References.

- ANSI C80.1 – Rigid Steel Conduit, Hot Dipped Galvanized.
- ANSI/NEMA FB 1 – Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
- FS A-A-55810– Federal Specifications for Flexible Metal Conduit.
- NEMA TC2 – Electrical Plastic Tubing and Conduits.
- NEMA TC3 – PVC Fittings.
- ANSI/NFPA 70 – National Electric Code.
- NECA "Standard of Installation".

M - 1.3 Submittals.

Product Data: Contractor shall provide data for the items listed in M.1.1.

M - 1.4 Regulatory Requirements.

- Contractor shall conform to applicable ANSI/NFPA codes.
- Contractor shall furnish products listed and classified by Underwriters Laboratories, Inc., as suitable for purposes specified and shown.

M - 1.5 Delivery, Storage, and Handling.

- Contractor shall accept conduit onsite. Contractor shall inspect for damage.
- Contractor shall protect conduit from corrosion and entrance of debris by storing above grade. Contractor shall provide appropriate covering.
- Contractor shall protect PVC conduit from nicks and dents.

M - 1.6 Project Conditions.

- Contractor shall verify routing and termination locations of conduit prior to rough-in.
- Conduit runs on Project Plans is approximate unless dimensioned. Contractor shall route conduit as required to complete wiring system.
- Contractor shall install conduit runs within project boundaries as defined on Project Plans. Where impractical, the Contractor shall install conduit at closest possible extent to project boundaries within public right of way only.

M - 2 PRODUCTS

Detailed product specifications are included in Product Specifications for all products listed in subsection M-1.1.

M - 2.1 Conduit Requirements.

- Outdoor Locations, Above Grade: Contractor shall use rigid galvanized steel conduit and fittings approved for use with rigid conduit.
- Wet or Damp Locations: Contractor shall use PVC coated rigid galvanized steel conduit, couplings, straps, fittings, and conduit bodies.
- Dry Locations: Contractor shall use rigid galvanized steel conduit.
- Indoor Locations: Contractor shall use rigid galvanized steel conduit in all mechanical or equipment buildings. Contractor shall use electrical metallic tubing (EMT) for installations in

offices, control rooms, or other indoor locations as approved by the Contract Manager.

M - 2.2 Examination.

- Contractor shall verify routing and termination locations of conduit prior to rough-in.

M - 2.3 Installations.

- Contractor shall install conduit in accordance with NECA "Standard of Installations."
- Contractor shall install non-metallic conduit in accordance with manufacturer's instructions.
- Contractor shall arrange supports to prevent misalignments during wiring installations.
- Contractor shall support all conduit using hot dipped galvanized steel or malleable iron straps.
- Contractor shall group related conduits and support using conduit rack. Contractor shall construct rack using galvanized Unistrut channel.
- Contractor shall arrange conduit to present neat appearance. Contractor shall install conduits level and plumb.
- Contractor shall route conduit parallel and perpendicular to walls.
- Contractor shall cut conduit square using a saw and de-burr cut ends.
- Contractor shall fasten conduit securely to fittings.
- Contractor shall join nonmetallic conduit using cement as recommended by manufacturer. Contractor shall wipe conduit dry and clean. Contractor shall apply PVC primer and cement evenly to entire area inserted in fitting. Contractor shall allow to cure for 20 minutes.
- Contractor shall use weather tight conduit hubs to fasten conduit to metallic enclosures.

- Contractor shall provide suitable pull string in each conduit. Contractor shall use suitable caps to protect installed conduit against entrance of dirt and water.
- Contractor shall provide foam sealant in conduits to inhibit migration of water into above-grade enclosures.
- Contractor shall ground and bond conduit in accordance with NFPA 70.
- Contractor shall bury all underground conduit runs at a minimum of 18 inches below finished grade.
- Contractor shall keep all instrumentation conduit runs a minimum of 12 inches from electrical conduit runs.
- Contractor shall inform LADWP 30 days prior to request installation of the conductors and energizing of the meter.

N. TASK 5: SENSOR AND COMMUNICATION CABLE INSTALLATION, CALIBRATION AND TESTING

N - 1 GENERAL

Contractor shall install all sensors in accordance with this Scope of Work. In addition, the Contractor shall run all necessary communications cables from installed sensors to the appropriate RIO/PLC location. Detailed product specifications are included in Product Specifications for all sensors and communication cables listed in subsection N-1.1 below. Contractor shall use all instrument enclosures that are NEMA type 4X as specified in Project Plans, or Public Works approved equal. The approximate number of sensors, related appurtenances, and lengths of communication cables are included in Section V, under Task No. 5.

N - 1.1 Subsection Includes:

- Water Level Sensor.
- Well Head Pressure Sensor.
- Line Pressure sensor.
- Barometric Pressure Sensor.
- Pressure Transmitter.
- Injection Well Flow Rate Sensor – Orifice Plate Type.

- Injection Well Flow Rate Sensor – Magnetic Flow Meter.
- Injection Well Packer Pressure Sensor.
- Water in Vault Level Sensor.
- Fiber Optic Cables (Communication Cables).

N - 1.2 Submittals.

- O & M Manuals.
- Specs for the communication cables.
- Calibration Reports.
- Manufacturer's Installation Instructions.
- Detailed instructions/manual to add additional wells and sensors to the telemetry system (i.e. installing devices in wells and programming the server).

N - 1.3 Qualifications.

- Manufacturer: Contractor shall utilize a company specializing in manufacturing products specified in this section with a minimum of 3 years experience.

N - 1.4 Regulatory Requirements.

- Contractor shall conform to requirements of ANSI/NFPA 70 (National Electric Code).
- Contractor shall furnish products listed and classified by Underwriters Laboratories, Inc., as suitable for purpose specified and shown.

N - 2 PRODUCTS

Detailed product specifications are included in Product Specifications for all products listed in subsection N-1.1.

N - 2.1 Installation:

- Contractor shall install products in accordance with manufacturer's instructions.

- Contractor shall label each instrument permanently with its instrument tag as shown on the instrument schedule.
- Contractor shall install all wires in existing protective conduit runs. In accordance with Section M, the Contractor shall install additional conduit anywhere conduit is necessary for the completion of the telemetry system.

N – 3 PRODUCT CALIBRATION AND TESTING

Product calibration and testing shall be performed as follows:

1. Contractor shall verify the continuity of the wiring. All pulled wiring is subject to inspection to ensure no damage is sustained during installation.
2. Contractor shall perform calibration and testing for proper operation over the full range of the instrument.
3. Contractor shall perform testing of each data measurement device at each site by comparing with manually obtained data. The method for acquiring manually obtained data shall be approved by Public Works prior to any calibration activities.
4. All results shall be recorded on the forms in Exhibit F, Test Forms, and submitted to the Project Manager for verification and approval. All results of manual field testing versus automatic sensors for monitoring attributes shall also be provided.

O. TASK 6: AUTOMATED DATA ACQUISITION AND TELEMETRY SYSTEM INSTALLATION AND TESTING

O - 1 GENERAL

Contractor shall install all ADATS products in accordance with this Scope of Work. Detailed product specifications are included in Product Specifications for all products listed in subsection O-1.1 below.

The approximate number of devices and related appurtenances to be installed in each work location are included in Section V, under Task No. 6.

O - 1.1 Subsection Includes.

- Programmable Logic Controller (PLC).

- Fiber Optic Network Switch.
- Remote I/O (RIO) System.
- Wireless I/O (WIO) System.
- Solar Power Supply for WIO.
- Antenna Pole for WIO.
- Loop Isolator.
- Surge Suppressor – Control Panel Power.
- Surge Protectors – Field Instruments.
- Uninterruptible Power Supply (UPS) Mini Tower Type.
- Uninterruptible Power Supply (UPS) DIN Rail Type.
- DC Power Supply (24V).
- DC Power Supply (12V).
- Operator Interface Touch Screen (OIT).
- Spare Parts.

O - 1.2 Submittals.

- Contractor shall submit all wiring diagrams, schematics, panel layouts and Operations and Maintenance (O&M) Manuals including spare parts list.
- Contractor shall submit equipment factory test results where available.
- Contractor shall submit manufacturer's installation instructions.
- Contractor shall submit technical Consultants resumes, references, and relevant project experience.

O - 1.3 Qualifications.

- Manufacturer: Contractor shall utilize a company specializing in manufacturing products specified in this section.

- Contractor: Contractor shall specialize in the installation of electronic equipment and shall specialize in the programming and installation of the specific hardware used.

O - 1.4 Regulatory Requirements.

- Contractor shall conform to requirements of ANSI/NFPA 70 (National Electric Code).
- Contractor shall furnish products listed and classified by Underwriters Laboratories, Inc., as suitable for purpose specified and shown.

O - 2 PRODUCTS

Detailed product specifications are included in Product Specifications for all products listed in subsection O-1.1.

O - 2.1 Installation

- The Contractor shall mount all hardware related to the telemetry system. The Contractor shall bring all wire terminations into the enclosures with a minimum of six feet of additional wire.
- The Contractor shall ensure that all PLCs and RIO's are installed appropriately and shall make all wire connections to the PLCs/RIOs to operate as outlined in this Scope of Work and Project Plans.
- Commissioning of the telemetry system, including startup, shall be performed by the Contractor. All pulled cables are subject to inspection and verification to ensure that no damage is sustained during installation.

O – 3 PRODUCT TESTING

1. Contractor shall verify the continuity of the wiring. All pulled wiring is subject to inspection to ensure no damage is sustained during installation.
2. Contractor shall perform testing of all ADATS products for proper operation and functionality.
3. Contractor shall demonstrate functionality of the PLC/RIO(s) and appurtenances, and provide documentation to Public Works for verification and approval.

O – 4 SPARE PARTS

In addition to spare parts mentioned elsewhere in specification sections, the Contractor shall supply the following spare parts for use by Public Works after the 12-month warranty period. Spare parts are not to be used by the Contractor during the 12-month warranty period.

- Quantity 1 Relay of each type used or 10%, whichever is the greater amount.
- Quantity 10 lamps of each type used or 100%, whichever is the greater amount.
- Quantity 200% spare fuses, two spare fuses for each type of fuse supplied minimum.
- Quantity 10 RIO module of each type used or 10%, whichever is the greater amount.
- Quantity 2 RIO power supply module or 10%, whichever is the greater amount.
- Quantity 1 WIO module of each type used or 10%, whichever is the greater amount.
- Quantity 1 WIO radio transmitter module.
- Quantity 1 WIO radio receiver module.
- Quantity 1 PLC power supply module.
- Quantity 1 PLC Ethernet communications module.
- Quantity 3 Ethernet switch of each type used or 10%, whichever is the greater amount.
- Quantity 4 power supply of each type used or 10%, whichever is the greater amount.

P. TASK 7: SOFTWARE PROGRAMMING/CONFIGURATION, INTEGRATION, AND TESTING

P – 1 PROGRAMMING AND TESTING GUIDELINES

- a. The Contractor shall ensure that all PLCs and RIOs are installed appropriately before beginning programming. The installation of ADATS shall not be considered complete until the Contractor

has completed all necessary programming, calibrating, and testing.

- b. Programming of all PLCs, RIOs, and related appurtenances shall occur so that the ADATS operates as outlined in this Scope of Work and Project Plans.
- c. The Contractor shall utilize the existing server and WinCC software Version 7.0 or newer at Headquarters in cooperation with Public Works in order to configure new user-friendly interface screens for the DGBP Telemetry System modeled after the existing Seawater Barrier Telemetry System. The PLCs and RIOs shall be programmed to integrate transparently with the existing WinCC system. The Contractor shall provide programming at the PLCs and RIOs identified in Table E-1.2(a), Table E-1.2(b), and in Project Plans.
- d. The Contractor shall configure the existing HMI workstations at Alamitos Yard, Dominguez Yard, El Segundo Yard, and Redondo Yard to monitor the new Dominguez Gap PLCs, RIOs, and instruments.
- e. The Contractor shall configure the existing alarm management software on the server at Public Works' Headquarters Water Resources Division Blue Room to monitor the new Dominguez Gap alarms.
- f. The Contractor shall coordinate with Public Works Information Technology Division (ITD) to connect Segments 3, 4, and 5 PLCs to Headquarters via T1 lines.
- g. The Contractor shall upgrade the existing server licenses at Public Works' Headquarters Water Resources Division Blue Room and field workstations as needed to allow monitoring of additional DGBP telemetry signals.

Alamitos Yard:

- 1. Siemens SIMATIC WinCC V7.0 SP2 – Runtime License. 500 data tags have been occupied out of 700 available data tags.

Dominguez Yard:

- 1. Siemens SIMATIC WinCC V7.0 SP3 – Runtime and Configuration License. 5,000 data tags have been occupied out of 64,000 available data tags.

2. Siemens SIMATIC WinCC V7.0 SP3 – Runtime License. 5,000 data tags have been occupied out of 64,000 available data tags.

El Segundo Yard:

1. Siemens SIMATIC WinCC V7.0 SP2 – Runtime License. 500 data tags have been occupied out of 700 available data tags.

Redondo Yard:

1. Siemens SIMATIC WinCC V7.0 SP2 – Runtime License. 500 data tags have been occupied out of 700 available data tags.

Public Works' Headquarters Water Resources Division Blue Room:

1. Siemens SIMATIC WinCC V7.0 SP2 – Runtime and Configuration License. 5,000 data tags have been occupied out of 8,000 available data tags.
 2. Siemens SIMATIC WinCC V7.0 Archive – 1500 Archive tags.
- h. If new or upgraded server licenses are required to account for the additional capacity requirement of the DGBP Telemetry System, Public Works shall reimburse the Contractor for the cost of new or upgraded server licenses at a markup of 5%. The Contractor shall provide all supporting documentation for the cost of the software licenses including invoices, receipts, warranties, manuals, and license certificates.
- i. Following programming/configuration, the Contractor must test, demonstrate and document, to the satisfaction of Public Works, the functional capabilities of the complete ADATS to monitor and analyze the collected data as stated in this Scope of Work.

Q. TASK 8: O&M MANUALS

Q - 1 GENERAL

Upon completion of work, the Contractor shall furnish Public Works three reproducible sets of O&M manuals along with an electronic copy. The manuals shall include a table of contents and shall be comprehensive in

describing the overall objectives of the DGBP Telemetry System and shall describe in detail the telemetry system operations and programming.

Q - 1.1 SYSTEM OVERVIEW

The Contractor shall describe in the O&M manual the system architecture for the completed DGBP Telemetry System. The paths of communication from in field locations to Public Works' Headquarters Building and other facilities shall be specified and also the methods of data transmission and the method of data acquisition and the integral components necessary to facilitate data acquisition. The Contractor shall include a facility map showing all injection wells, observation wells, and pressure reducing valves incorporated with the DGBP Telemetry System.

Q - 1.2 SYSTEM COMPONENTS AND EQUIPMENT

The Contractor shall describe in the O&M manual the specified components and equipment employed in the DGBP Telemetry System architecture. The Contractor shall detail specifically for each component the manufacturer, respective model and part numbers, purpose, power source, power type required, manufacturer specifications, data sheets, applicable warranties, and manufacturers suggested operation guidelines and maintenance. The Contractor shall include photographs showing the installation of telemetry system components at a typical injection well, observation well, and other Public Works facilities. This section shall describe specific components including, but not limited to, the following list.

- Water Level Sensor.
- Well Head Pressure Sensor.
- Line Pressure Sensor.
- Barometric Pressure Sensor.
- Pressure Transmitter.
- Injection Well Flow Rate Sensor - Orifice Plate Type.
- Injection Well Flow Rate Sensor - Magnetic Flow Meter Type.
- Injection Well Packer Pressure Sensor.
- Water in Vault Float Sensor.
- PLCs.

- RIOs.
- Radio and Modem Units.
- Operator Interface Unit.
- Antenna Systems.
- Power Subsystems.
- Converter Units.

The Contractor shall also include the plan view and layout location of each component comprising the telemetry system. The Contractor shall incorporate the final record drawings as signed and certified by such in the O&M manual. Schematics of the telemetry system components and the respective instrumentation schedules shall be incorporated into the O&M manual. The instrumentation schedule shall represent the appropriate instrument signal tag name, the respective channel number, cable pair number, well number, well type instrument type, instrument function description, output signal, supply voltage and type, pressure range, model and part numbers, and depth location of all water level sensors. The schematics shall show wiring configurations of all RIOs and PLCs with respect to actual wire connections, wire types, specific hardware used along with respective model and part number.

Q - 2 DATA ACQUISITION PARAMETERS

The Contractor shall define in the O&M manual the parameters of data acquisition and shall specify the programming methods of triggering instrument reading frequencies, reading frequency set up, and triggering methods modification to meet the needs of Public Works. The Contractor shall describe the communication capabilities of the DGBP Telemetry System and at what thresholds will maximize the telemetry system capabilities so as to not cause system failure.

The Contractor shall specifically define programming logic for each component of the telemetry system. The manual shall define the logic parameters of the instruments, PLC, RIO, operator interface, radio, signal converters, and other programmable components.

The Contractor shall describe the operation of the new WinCC screens and how to navigate through the telemetry system. The O&M manual shall include photos and screenshots showing steps to collect data readings, configure the trend charts, export data, respond to alarms, etc.

Q - 3 INSTRUMENTATION ALARMS

The Contractor shall define alarms and the detection parameters utilized by the instrument in the O&M manual. The O&M manual shall include steps on how to modify these parameters. Also, the manual shall identify how this information can be extracted from the telemetry system to be incorporated with the existing sub database. The Contractor shall define net-work information and when the alarm changes state and the conditions required for clearing the alarm state. The Contractor shall define alarm thresholds for each instrument and at which parameters each instrument is set. The manual shall include a table listing of all telemetry system alarms, descriptions, and action items for troubleshooting each alarm.

Q - 4 MAINTENANCE AND TROUBLESHOOTING

The Contractor shall define in the O&M manual the diagnostic tools available, RIO, PLC, and all other component diagnostic measurements and their function. The Contractor shall also describe additional software and/or hardware available for troubleshooting. The Contractor shall describe diagnostic processes and their purpose in evaluating telemetry system/component failure and or queries.

Q - 5 CALIBRATION

The Contractor shall describe in the O&M manual the suggested calibration frequency, calibration methods, and procedures for each instrument/component requiring such. The Contractor shall also record and include all calibration histories as performed in the field for each instrument and for each applicable component of the DGBP Telemetry System.

R. TASK 9: WORKSHOP MEMORANDUM

Near the end of work the Contractor shall schedule at least two sets of technical workshops for Public Works employees and agents. At least one week prior to meeting for the first workshop, the Contractor shall submit a memorandum to the Contract Manager describing workshop objectives and goals for review and approval. The workshops shall utilize the developed O&M manual.

R - 1 TASK 9A: TECHNICAL WORKSHOP SET NUMBER 1

The first workshop set shall be presented by a technical specialist thoroughly familiar with ADATS. This set of workshops is not intended to show exact operation of the telemetry system but mainly to demonstrate system functionality and validate the design of the user interface. The Contractor shall provide a minimum of two workshops within this set and

must provide in-field and hands on training as necessary. All workshops shall accommodate 10 to 15 people, shall allow for open discussion with Public Works personnel, and shall address the following:

1. DGBP Telemetry System graphical interface alternatives and their development at each location.
2. The software and operator screens.
3. The DGBP Telemetry System integration programming with the existing Headquarters server and Seawater Barriers Telemetry System.
4. Methodologies for data acquisition and maintenance of the DGBP Telemetry System.
5. The required standards, screen appearance, and functionality developed for the operator interfaces.
6. A simulated demonstration of the operator interfaces prior to final installation at the jobsite and prior to integration into the existing Seawater Barriers Telemetry System.

R - 2 TASK 9B: TECHNICAL WORKSHOP SET NUMBER 2

The second workshop set shall also be presented by a technical specialist thoroughly familiar with ADATS and shall include a minimum of two workshops. These workshops shall be performed after integration completion and after approval of Acceptance Testing. The Contractor shall show the DGBP Telemetry System performance and shall train Public Works Personnel. This training will involve education on each instrument and network hardware function and maintenance. The Contractor shall also plan to visit various jobsites to show hands on use and programming of the DGBP Telemetry System components. The workshop shall also present screen navigation of the DGBP Telemetry System program and use of the developed application.

S. TASK 10: FINAL TESTING

Prior to Final Testing, the Contractor must submit an Acceptance Test Plan that is mutually approved by Public Works and vendor prior to commencing testing to verify that the ADATS meets the requirements and specifications.

Once all DGBP Telemetry System monitoring components are installed and functional, the Contractor shall perform testing in accordance with the Acceptance Test Plan and must include an I/O verification. This test shall verify that the field signals are wired properly and the various components function

correctly to provide necessary signals to the RIOs and PLCs and react correctly to signals received from the RIOs and PLCs. The Contractor shall prepare for this test a sheet, listing in tabular format all relevant signals to be monitored by the telemetry system. This sheet shall provide a space wherein both the Contractor and the Contract Manager may sign and date the completion of final testing. Public Works reserves the right to require the Contractor to repeat testing, or to repeat internal testing in order to validate the data.

The new DGBP Telemetry System shall be integrated with each component as well as with the existing server and the Seawater Barrier Telemetry System. Integration testing of the telemetry system shall be performed prior to final completion of the project. All telemetry system components must be installed including the optional wells and facilities that are given approval as described under subsection C-2. System integration shall ensure that all components of the telemetry system are functional and that all instruments respond to manual or automatic probing. It will also ensure that data can be monitored at Alamitos Yard, El Segundo Yard, Redondo Yard, Dominguez Yard, and Public Works Headquarters. The Contractor shall satisfactorily prove to Public Works that the telemetry system is fully operational.

Acceptance Test Plan shall include, but not be limited to:

- Successful installation of all ADATS components.
- Successful I/O verification.
- Proper wiring.
- Proper field signals.
- Correct functionality of each component.
- Successful instrument response to manual or automatic probing.
- Successful data monitoring at each PLC, Alamitos Yard, Dominguez Yard, El Segundo Yard, Redondo Yard, and Public Works Headquarters.
- ADATS is fully operational.
- Any other reasonable requirements deemed necessary by the Contract Manager.

T. TASK 11: PROJECT RECORD DOCUMENTS

T - 1 AS-BUILT DRAWINGS

Contractor shall maintain at the jobsite a separate and complete set of Project Plans, which will be used solely for the purpose of recording changes made in any portion of the work during the course of installation, regardless of the reason for such change. Changes, as they occur, will be marked on the approved set of Plans on a daily basis. The payment for each task will be withheld until Public Works has verified that "as-built" corrections are current. Before final payment is authorized, Contractor shall certify that all changes in the work are included on the Plans and shall deliver such to Public Works. Final As-built must be documented by the Contractor in electronic form by striking through any changes and identifying changes with a symbol next to the change and a letter at the bottom of the page.

T - 2 RECORD DRAWINGS

1. Contractor shall prepare record drawings based on the "as-built" drawings maintained by the Contractor during installation. The record drawings shall indicate the locations of telemetry conduits, RIO and PLC cabinets, instrumentation schedules, power subsystems, antennas, observation wells, injection wells, pull boxes, and other appurtenant structures to scale. Record drawings shall be in electronic form utilizing the design drawings and as-built markings on plans.
2. Contractor shall prepare a record set of specifications documenting all equipment, installation, materials, and installation methods. For all installed equipment, the name of the manufacturer and model number shall be specified.
3. Contractor shall create and maintain detailed as-built plans and specifications throughout the duration of the project, and shall document in detail their work procedures, sequences of events, methodologies, calibration, testing, and programming. This documentation shall be such that an outside Contractor could utilize the documentation to satisfactorily duplicate or repeat the work on this or similar telemetry projects. The documentation shall be compiled into a reported titled "Process Documentation" and submitted as a deliverable item.

T - 3 UPDATED EXHIBIT D, EQUIPMENT LIST

The complete ADATS, including all components shall be designated in the Equipment List. All spare components shall be turned over to Public

Works at Final Acceptance and shall be demonstrated to be in good working order.

U. TASK 12: FINAL ACCEPTANCE, SYSTEM MAINTENANCE AND SUPPORT

U - 1 60 DAY DEFICIENCY-FREE ADATS OPERATION

The Contractor shall demonstrate to Public Works the operation of the ADATS for 60 consecutive days without deficiencies. The Contractor shall repair any deficiency that they encounter and any deficiency identified by the Contract Manager. The Contractor shall follow the guidelines for maintenance services as identified in Exhibit E, Maintenance and Support. Depending on the severity of the deficiency, the Contract Manager may use their discretion to determine if the deficiency will result in a restart of the 60 consecutive day deficiency-free period.

U - 2 CONDITIONS OF FINAL ACCEPTANCE

In addition to, and in summary of, the satisfactory completion of all deliverables in Section V, Schedule of Tasks and Deliverables, Final Acceptance of the project shall be granted once the Contractor has committed to provide one full year of DGBP Telemetry System maintenance and support beyond Final Acceptance per provisions of subsection U-3.

U - 3 MAINTENANCE

The Contractor shall maintain all instrumentation and DGBP Telemetry System components during the duration of the contract and for a 1 year warranty period from the date of Final Acceptance. The Contractor shall replace all damaged or malfunctioning components of the telemetry system at no cost to Public Works. The Contractor shall be responsible for all cost associated with maintenance of the telemetry system for the duration of this Contract and for a 1 year warranty period from the date of Final Acceptance. The Contractor shall be responsible for all damage to the equipment and the cost of replacement or repair of any damaged equipment. The complete DGBP Telemetry System and all spare equipment designated in the equipment list shall be turned over to Public Works at the end of this Contract and shall be demonstrated to be in good working order. The spare parts identified in Section O-2.1 shall not be used by the Contractor during the 1 year warranty period, unless otherwise approved by the Contract Manager. Nothing in this subsection U-3 shall limit the Contractor's obligations under Exhibit E, Maintenance & Support.

V. SCHEDULE OF TASKS AND DELIVERABLES

Task No. 1 - Project Management	
Item	Deliverable Description
J-1	Work Schedule
J-2	Management Meetings
ACCEPTANCE CRITERIA:	Public Works' Contract Manager has received all supporting information, reviewed it, and approved it.

Task No. 2 - Submittals	
Item	Deliverable Description
K-1.1	Working Drawings
K-1.2	Shop Drawings
K-1.3	Supporting Information for Exhibit D, Equipment List (including updates, if applicable)
K-1.4	Acceptance Test Plan
ACCEPTANCE CRITERIA:	Public Works' Contract Manager has received all drawings, supporting information, and test plan, reviewed and approved them.

Task No. 3 - Permits	
Item	Deliverable Description
L-1	All permits and respective payments for all inspections by governing authorities as necessary to complete the objectives and requirements of this Scope of Work.
ACCEPTANCE CRITERIA:	Public Works' Contract Manager has received both hard and electronic copies of all required permits and permissions and all supporting documentation including invoices and receipts.

*The items identified in the Acceptance Criteria for Task Nos. 4 - 6 and 11 are also shown in Exhibit D, Equipment List.

Task No. 4 – Conduit, Conductor, Service Meter, and Wire Installation	
Item	Deliverable Description
M-1 & M-2	Installation of conduit
M-1 & M-2	Installation of Power Conductors
M-1 & M-2	Installation of Signal and Control Wires
M-1 & M-2	Installation of pull boxes
M-1 & M-2	Installation of service meters
ACCEPTANCE CRITERIA:	<p>Public Works' Contract Manager <u>has received the service equipment, conduit, and cable, including the following:</u></p> <ul style="list-style-type: none"> 2 EA Utility Service Connections (Item no. 1) 2 EA Utility Meter Base (Item no. 2) 2 EA Utility Disconnects (Item no. 3) 2 EA Utility Pedestals and Accessories (Item no. 4) 2 EA Service Panelboard 100A and feeder termination (Item no. 5) 1 EA Dominguez Yard Load Center & Feeder termination (Item no. 6) 1 EA Dominguez Yard FO Termination (Item no. 7) 102,000 LF Power and Control Cable (Item nos. 11,12,13, and 14) 124,000 LF Signal Cable (Item no. 15) 1000 LF Conduit (Item nos. 8,9, and 10)

Task No. 5 – Sensor and Communication Cable Installation, Calibration, and Testing	
Item	Deliverable Description
N-1 and N-2	Installation of all sensors
N-1 and N-2	Installation of all communications cables (from RIO to PLC sites)
N-3	Calibration and testing of all sensors and communication cables
ACCEPTANCE CRITERIA:	<p>Public Works' Contract Manager has received all results of manual field testing versus automatic sensors for monitoring attributes. Also, Contractor has <u>provided a complete set of functioning sensors/transducers and cables, including the following:</u></p> <ul style="list-style-type: none"> 121 EA Well Level Transmitter (Item no. 44) 43 EA Magnetic Flow Meters, including pipe modifications and sensor cable (Item nos. 45 and 46) 42 EA Flood Switches (Item no.47) 6 EA PRS Pressure transmitters (Item no. 48) 61 EA Well Head Pressure transducers (Item no. 49) 13 EA Well Line Pressure transducers (Item no. 50) 12 EA Well Packer Pressure transducers (Item no. 51) 18 EA Orifice Plate Flow Meters - w/ Transducers (Item no. 52) 41 EA Orifice Plate Flow Meters - no Transducers (Item no. 53) 3 EA Barometric Pressure Transducers (Item no. 54) 23,000 LF communications cable (Item no.16) 42 EA Vault instrument panels (Item no. 43)

Task No. 6 – Automated Data Acquisition and Telemetry System Installation and Testing	
Item	Deliverable Description
O-1 and O-2	Installation and wiring of PLC/RIO(s) and appurtenances
O-3	Testing, documentation, and demonstration of functionality for PLC/RIO(s) and appurtenances
O-4	Spare Parts
ACCEPTANCE CRITERIA:	<p>Public Works' Contract Manager <u>has received a complete and functioning PLC/RIO system, including the following:</u></p> <ul style="list-style-type: none"> 150 EA 1/2" cable connectors (Item no. 58) 240 EA Polyflo needle valve 90d 1/4" male (Item no. 59) 240 EA Polyflo 1/4" tees (Item no. 60) 480 EA Polyflo 1/4" male adapters (Item no.61) 480 EA Polyflo 1/4" bulkhead connectors (Item no. 62) 2100 LF of Polyflo 1/4" tubing (Item no. 63) 240 EA Brass 1/4" tee NPT (Item no. 64) 480 EA Brass 1/4" close nipple NPT (Item no.65) 19 EA RIO back panels with appropriate I/O modules, power supplies, terminal blocks, wire management components, communication components, and protective devices (Item no. 34) 2 EA PLC back panels with appropriate I/O modules, power supplies, terminal blocks, wire management components, communication components, and protective devices (Item no. 34) 1 EA PRV Station PLC Panel with appropriate I/O modules, power supplies, terminal blocks, wire management components, communication components, protective devices, and operator interface (Item no. 18) 1 EA LADWP (WS2) Control panel modification and components (Item no. 17) 2 EA Antenna poles with antennas, lightning arrestors and cable (Item no. 41) 1 EA WIO Transmitter Control Panel with appropriate I/O modules, power supplies, terminal blocks, wire management components, communication components, and protective devices with Solar Power Supply System for WIO Control Panel (Item no. 39) 1 EA WIO Receiver control panel with appropriate I/O modules, power supplies, terminal blocks, wire management components, communication components, and protective devices (Item no. 40) 2 EA Protective fence for WIO antenna poles and enclosures (Item no. 42)

Task No. 7 – Software Programming/Configuration, Integration, and Testing	
Item	Deliverable Description
P-1	Program all PLCs, RIOs, and related appurtenances so the ADATS operates as outlined in the Scope of Work and it integrates transparently with the existing Seawater Barrier Telemetry System.
P-1	Program and configure new interface screens for the DGBP Telemetry System modeled after the existing Seawater Barrier Telemetry System utilizing the existing server and WinCC software Version 7.0 or newer at Public Works Headquarters.
P-1	Configuration of HMI workstations at Alamitos Yard, El Segundo Yard, Dominguez Yard, and Redondo Yard.
P-1	Configuration of existing alarm management software on the server at Public Works' Headquarter Water Resources Division Blue Room.
P-1	Coordination with Public Works' Information Technology Division (ITD) to connect Segments 3, 4 and 5 PLCs to Headquarters via T1 lines.
P-1	Upgrade server licenses at Public Works' Headquarters Water Resources Division Blue Room and field workstations as needed to allow monitoring of additional DGBP telemetry signals.
P-1	Testing, documentation, and demonstration of functionality of the complete ADATS to monitor and analyze the collected data.
ACCEPTANCE CRITERIA:	Public Works' Contract Manager has received confirmation from ITD that connection to T1 lines is complete and Contractor has demonstrated functionality of connections. Also, Contractor has provided completed and functional interface screens for the DGBP Telemetry System that is suitable for monitoring and analyzing the collected data and suitable for discussions at workshop number 1. In addition, the Contractor shall provide all supporting documentation for the cost of the software licenses, if needed, including invoices, receipts, warranties, manuals, and license certificates.

Task No. 8 – O&M Manuals	
Item	Deliverable Description
Q-1 to Q-7	Operation and Maintenance Manuals (3 hard copies and 1 electronic copy in CD format) as structured and described in Scope of Work Section Q.
ACCEPTANCE CRITERIA:	Public Works' Contract Manager has received and approved the Operation and Maintenance Manual (three hard copies and one electronic copy)

Task No. 9 – Workshop Memorandum	
Item	Deliverable Description
R	Memorandum detailing workshop objectives and goals.
ACCEPTANCE CRITERIA:	Public Works' Contract Manager has received memorandum and approved the proposed workshop objectives and goals.

Task No. 9A – Technical Workshop Set No. 1	
Item	Deliverable Description
R-1	Technical Workshops, two minimum, to demonstrate ADATS functionality and confirm the direction of the interface and application development.
R-1	Present/discuss graphical interface, software, operator screens, system integration programming, operation and maintenance, standards and functionality, and necessary simulations.
ACCEPTANCE CRITERIA:	Public Works has received necessary workshop(s), confirmed that system functionality has been sufficiently demonstrated, confirmed planned operation and maintenance, confirmed interface screens and programming direction, and confirmed all other discussed issues.

Task No. 9B – Technical Workshop Set No. 2	
Item	Deliverable Description
R-2	Technical Workshop(s), two minimum, to demonstrate system performance.
R-2	Training for Public Works personnel on each instrument, network hardware function, and maintenance.
R-2	Various jobsite visits to demonstrate hands-on use of programming, system components, and screen navigation.
ACCEPTANCE CRITERIA:	Public Works has received necessary workshop(s), and confirmed that ample training and hands-on site visit demonstrations have been received to operate the ADATS effectively.

Task No. 10 – Final Testing	
Item	Deliverable Description
S	Final Testing
ACCEPTANCE CRITERIA:	<p>Public Works has received and approved (signed) Contractor's tabular test sheet and all supporting documentation demonstrating the following:</p> <ul style="list-style-type: none"> Successful installation of all ADATS components Successful I/O verification Proper wiring Proper field signals Correct functionality of each component Successful instrument response to manual or automatic probing Successful data monitoring at each PLC, Alamitos Yard, Dominguez Yard, El Segundo Yard, Redondo Yard, and Public Works Headquarters ADATS is fully operational Any other reasonable requirements deemed necessary by the Contract Manager

Task No. 11 – Project Record Documents	
Item	Deliverable Description
T-1	As-Built Drawings
T-2	Record Documents and Process Documentation
T-3	Updated Exhibit D, Equipment List
ACCEPTANCE CRITERIA:	Public Works has received and approved both the As-Built record documentation and the Process Documentation.

Task No. 12 – Final Acceptance, System Maintenance and Support	
Item	Deliverable Description
U-1	ADATS operates for 60 consecutive days in Public Works' production environment without deficiencies.
U-2	Final Acceptance.
U-3	Contractor's commitment to provide system maintenance and support for one full year from Final Acceptance.
ACCEPTANCE CRITERIA:	Public Works has received and approved documentation demonstrating the continuous smooth operation for the required 60-day period. Public Works shall receive in writing the Contractor's commitment to provide maintenance and support for the required one year period. Public Works has received and approved all documentation that the items listed in Section U have been successfully completed and provided per this Scope of Work.

INDEMNIFICATION AND INSURANCE PROVISION

I. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

II. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or

self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Architectural Engineering Division
Contracting Section
Attention: Contract Administrator

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract,

in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a

bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

III. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

(Note: This certification is to be executed and returned to County with Consultant's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONSULTANT NAME Leed Electric Inc. Contract No.

GENERAL INFORMATION:

The Consultant referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Consultant Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONSULTANT ACKNOWLEDGEMENT:

Consultant understands and agrees that the Consultant employees, consultants, Outsourced Vendors and independent consultants (Consultant's Staff) that will provide services in the above referenced agreement are Consultant's sole responsibility. Contractor understands and agrees that Consultant's Staff must rely exclusively upon Consultant for payment of salary and any and all other benefits payable by virtue of Consultant's Staff's performance of work under the above-referenced contract.

Consultant understands and agrees that Consultant's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Consultant's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Consultant understands and agrees that Consultant's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Consultant and Consultant's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Consultant and Consultant's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Consultant and Consultant's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Consultant and Consultant's Staff understand that if they are involved in County work, the County must ensure that Consultant and Consultant's Staff, will protect the confidentiality of such data and information. Consequently, Consultant must sign this Confidentiality Agreement as a condition of work to be provided by Consultant's Staff for the County.

Consultant and Consultant's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Consultant and the County of Los Angeles. Consultant and Consultant's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Consultant and Consultant's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Consultant proprietary information and all other original materials produced, created, or provided to Consultant and Consultant's Staff under the above-referenced contract. Consultant and Consultant's Staff agree to protect these confidential materials against disclosure to other than Consultant or County employees who have a need to know the information. Consultant and Consultant's Staff agree that if proprietary information supplied by other County vendors is

provided to me during this employment, Consultant and Consultant's Staff shall keep such information confidential.

Consultant and Consultant's Staff agree to report any and all violations of this agreement by Consultant and Consultant's Staff and/or by any other person of whom Consultant and Consultant's Staff become aware.

Consultant and Consultant's Staff acknowledge that violation of this agreement may subject Consultant and Consultant's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Consultant and Consultant's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Consultant and Consultant's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Consultant and Consultant's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Consultant and Consultant's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Consultant and Consultant's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____



DATE: 04 / 23 / 2015

PRINTED NAME: Seth Jamali

POSITION: General Manager

DGBP TELEMETRY SYSTEM PHASE 2

Item No.	Item	Unit of Measure	Quantity
1	Utility Service Connections	EA	2
2	Utility Meter Base	EA	2
3	Utility Disconnects	EA	2
4	Utility Pedestals	EA	2
5	Service Panelboard 100A and feeder termination	EA	2
6	Dominguez Yard Load Center & Feeder termination	EA	1
7	Dominguez Yard FO Termination	EA	1
8	CND 1" RGS	LF	350
9	CND 3/4" RGS	LF	400
10	CND 2" PVC and trench	LF	250
11	#4 AWG THWN	LF	16,000
12	#6 AWG THWN	LF	48,875
13	#8 AWG THWN	LF	32,438
14	#10 AWG THWN	LF	2,640
15	#18 TSP, 1 PR	LF	123,031
16	FO Cable 12s	LF	22,505
17	LADWP Supply Control Panel Modifications	LS	1
18	PRV Station Control Panel with PLC	EA	1
19	PRV Station Operator Interface	EA	1
20	ET 200S IM 151-3PN Interface Module	EA	22
21	ET 200S PM-E Power Module	EA	22
22	ET 200S TM-P15S23-A0 PM-E Terminal Module	EA	22
23	ET 200S 8DI DC24V Digital Electronic Module	EA	21
24	ET 200S TM-E15S24-01 Terminal Module	EA	21
25	ET 200S 4AI 2-Wire ST Analog Electronic Module	EA	75
26	ET 200S TM-E15S24-01 Terminal Module	EA	75
27	ET 200S Terminating Module (End Cap)	EA	22
28	ET200S 2AIU Analog voltage input module	EA	4
29	Scalance X204-2LD Ethernet Switch Single Mode Fiber	EA	23
30	24VDC Power Supply	EA	42
31	12VDC Power Supply	EA	4
32	S7-319 CPU (CPU 319-3 PN/DP) & Power Supply	EA	3
33	Terminal Block Sets	EA	22
34	RIO/PLC backpan	EA	22
35	RIO and PLC FO termination	EA	23
36	Surge Suppressor	EA	22
37	AC Circuit Breakers	EA	75
38	DC Circuit breakers	EA	75
39	WIO TX Enclosure and Solar	EA	1
40	WIO RX Enclosure and Parts	EA	1
41	Antenna Poles	EA	2
42	Antenna Pole Protective Fence	EA	2
43	Vault instrument panel	EA	42
44	Well Level Transmitter	EA	121
45	Magnetic Flow Meters	EA	43
46	Magnetic Flow Meters (Pipe mods)	EA	43
47	Flood Switch	EA	42
48	PRS Pressure transmitters	EA	6
49	Well Head Pressure transducers	EA	61
50	Well Line Pressure transducers	EA	13
51	Well Packer Pressure transducers	EA	12
52	Differential Pressure transducers for existing Orifice Plates	EA	18
53	Orifice Plate and assembly for Pipe modifications	EA	26
54	Barometric Pressure Transducer	EA	3
55	Control Relay for Power Fail	EA	2
56	Signal Isolator	EA	3
57	Control Relay for WS2 Flow Direction	EA	1

DGBP TELEMETRY SYSTEM PHASE 2

Item No.	Item	Unit of Measure	Quantity
58	1/2" cable connectors	EA	150
59	Polyflo needle valve 90d 1/4" male	EA	240
60	Polyflo 1/4" tees	EA	240
61	Polyflo 1/4" male adapters	EA	480
62	Polyflo 1/4" bulkhead connectors	EA	480
63	Polyflo 1/4" tubing	LF	2,100
64	Brass 1/4" tee NPT	EA	240
65	Brass 1/4" close nipple NPT	EA	480

DGBP TELEMETRY SYSTEM PHASE 2

INJECTION WELL FLOW METERS

WELL No.	PCD No.	Aquifer	MAGNETIC FLOW METERS (NEW)				ORIFICE PLATE FLOW METERS (EXISTING)
			NEW MAGNETIC FLOW METER REQUIRED	PIPING MODIFICATION REQUIRED	NEW ORIFICE PLATE REQUIRED	USE EXISTING ORIFICE PLATE	
1	23T	322T	200				X
2	23Y	322J	200	X	X	X	
3	24B	322K	200	X	X	X	
4	24E	322L	200	X	X	X	
5	24H	322M	200	X	X	X	
6	24M	332K	200	X	X	X	
7	24Q	332L	200				X
8	24V	332M	200	X	X	X	
9	24X	332N	200				X
10	24Z	332P	200	X	X	X	
11	25C	342L	200				X
12	25E	342G	200	X	X	X	
13	25H	342H	200	X	X	X	
14	25K1	342AB	200	X	X	X	
15	25Q	342K	200	X	X	X	
16	25T	342F	200				X
17	25W	352J	200	X	X	X	
18	25Y	352K	200				X
19	26A	352P	200	X	X	X	
20	26A	352N	400	X	X	X	
21	26B	351R	200	X	X	X	
22	26B	351V	400	X	X	X	
23	26C	351AB	200	X	X		X
24	26C	351AA	400	X	X		X
25	26D	351P	200				X
26	26D	351W	400				X
27	26J	351Q	200				X
28	26J	351U	400				X
29	26N	361AB	200	X	X	X	
30	26N	361AK	400	X	X	X	
31	26R	361AQ	200	X	X		X
32	26R	361AP	400	X	X		X
33	26T	361AC	200	X	X		X
34	26T	361AG	400	X	X		X

DGBP TELEMETRY SYSTEM PHASE 2

INJECTION WELL FLOW METERS

WELL NO.	FCD NO.	AQUIFER	MAGNETIC FLOW METER (NEW)				ORIFICE PLATE FLOW METERS (EXISTING)	
			NEW MAGNETIC FLOW METER REQUIRED	PUMPING MODIFICATION REQUIRED	NEW ORIFICE PLATE REQUIRED	USE EXISTING ORIFICE PLATE	DIFFERENTIAL PRESSURE TRANSDUCER REQUIRED	
35	26Y	361AD	GAS	X	X	X		
36	26Y	361AH	400	X	X	X		
37	27A	362AU	200	X	X		X	
38	27A	362AT	400	X	X		X	
39	27B	361AE	GAS					X
40	27B	361AJ	400					X
41	27E	360Y	GAS	X	X	X		
42	27E	360X	200	X	X	X		
43	27E	360W	400	X	X	X		
44	27F	360R	GAS					X
45	27F	360U	400					X
46	27J	360AB	200	X	X		X	
47	27J	360AA	400	X	X		X	
48	27M	370AB	2-4	X	X	X		
49	27Q	370AQ	200	X	X		X	
50	27Q	370AP	400	X	X		X	
51	27T	370AC	200					X
52	27T	370AE	400					X
53	27W	370AN	200	X	X		X	
54	27W	370AM	400	X	X		X	
55	27Y	370AD	200	X	X	X		
56	27Y	370AF	400	X	X	X		
57	28A	879AI	GAS	X	X		X	
58	28C	879AD	GAS					X
59	28C	879AE	400					X
60	28H	879AK	200	X	X		X	
61	28H	879AJ	400	X	X		X	
TOTAL			43	43	28	17	11	

EXHIBIT E

DOMINGUEZ GAP BARRIER TELEMETRY SYSTEM MAINTENANCE & SUPPORT

I. MAINTENANCE SERVICES

The Contractor shall provide any and all services necessary to correct each deficiency occurring from time to time with respect to all or any component of the Automatic Data Acquisition and Telemetry System (ADATS), including the software, interfaces, and/or hardware (collectively, "Maintenance Services"). Without limiting the foregoing, Maintenance Services include: (a) repairing the software, interfaces, and/or hardware; (b) providing updates to the software and interfaces constituting software; and (c) replacing the hardware and interfaces constituting hardware, to the extent that Contractor has attempted to repair such hardware and interfaces, and such repair failed to restore such hardware and interfaces to the applicable requirements and specifications within the time periods required by this Exhibit. Without limiting the foregoing and in addition to the other terms of the Consultant Services Agreement, the following shall apply to the Contractor's performance of Maintenance Services:

- A. When a deficiency with the ADATS is identified, the Contract Manager may submit a request for Maintenance Services to the Contractor via electronic mail (email), telephone, or any other reasonable means.
- B. The Contractor shall contact the Contract Manager within twenty four (24) hours of receipt of a request for Maintenance Services to acknowledge the request.
- C. Upon receiving a request for Maintenance Services from the Contract Manager, the Contractor shall provide a work plan and estimated schedule within 72 hours. After receiving written approval from the Contract Manager to proceed with the request, the Contractor shall perform the work identified in the request. After the Contractor has completed the work, the Contract Manager shall verify the deficiencies were corrected properly by visiting each respective facility, utilizing the remote capabilities of the DGBP Telemetry System, or both.
- D. The Contractor shall provide Maintenance Services from Contractor's business premises and/or from Public Works facilities, Monday through Friday from 7 A.M. to 6 P.M. (Pacific Time) provided Contractor shall be available via email or cell phone during all other hours to respond to a request for Maintenance Services.

- E. Contractor shall maintain a log of all deficiencies reported by the Contract Manager, or otherwise discovered by Contractor, together with a brief description of the resolution of such deficiency. After resolution of each deficiency, the Contractor shall provide the Contract Manager a description of the cause of the deficiency, the resolution to resolve the problem, and recommendation to avoid future occurrences.
- F. The Contract Manager shall endeavor reasonably to provide Contractor with information and assistance necessary to detect, simulate, reproduce, and correct deficiencies. Regardless of the level of assistance provided by the Contract Manager, the Contractor is solely responsible for the timely correction of any deficiency.
- G. The Contractor shall provide and install updates to the software and interfaces constituting software, including WinCC updates, as needed to correct any deficiencies. Any revised documentation and/or source code that corresponds to the updates shall be delivered to the Contract Manager pursuant to Task 11 (Project Record Documents) of the Scope of Work.
- H. The Contractor shall provide Maintenance Services for any proposed Third Party Software that is deemed to be part of the software, as described on Paragraph 2 (Third-Party Software License and Warranties) of Exhibit H, regardless of whether the license to such Third Party Software is obtained through the Contractor or through an extension of an existing Public Works license with such Third Party Software provider.
- I. If the Contract Manager submits a request for Maintenance Services, the Contractor shall diagnose the deficiency and determine whether it is caused by the software, interfaces, and/or hardware. The Contractor's evaluation effort shall be included in the Maintenance Services hereunder and provided without additional charge, even if the condition is ultimately determined to be caused by operating system software, hardware, or user error and not by the software, interfaces, or hardware.
- J. Disagreements between Public Works and the Contractor regarding the Maintenance Services shall be resolved through the Dispute Resolution Procedures set forth in the Consultant Services Agreement.

EXHIBIT F

TEST FORMS

The following test forms, or similar forms approved by Public Works, shall be used where applicable to document instrument and control component testing.

CONTROL CIRCUIT PIPING LEAK TEST FORM

Contract Name: _____

Contract No.: _____

Loop No.: _____

List tubing associated with loop in table below. Make applicable measurements after isolating any air consuming pilots from circuit.

<u>Tube No.</u>	<u>Equivalent Length of 1/4-Inch Copper^a</u>	<u>Test Period (seconds)</u>	<u>Permitted Pressure Drop (psi)^b</u>	<u>Measured Pressure Drop (psi)</u>
A				
B				
C				
D				
etc.				

A. Convert actual tubing and air motor volume to equivalent 1/4-inch copper tubing.

B. Pressure drop shall not exceed 1 psi per hundred feet of 1/4-inch copper tubing per 5 seconds.

CERTIFIED

Signature of Contractor Representative_____
Date

WITNESSED

Signature of Project Representative_____
Date

HYDROSTATIC PIPING LEAK TEST FORM

Contract Name: _____

Contract No.: _____

Well Location: _____

Well ID: _____

Ensure air has been purged from the pipe section under test. Maintain a hydrostatic test pressure continuously for a minimum of 30 minutes. Visually examine joints and connections during and after the test period. Correct observed leakage and retest as needed. Record results below.

Duration of Test: _____

Test Pressure (psi): _____

CERTIFIED

Signature of Contractor Representative

Date

WITNESSED

Signature of Project Representative

Date

FIELD SWITCH CALIBRATION TEST DATA FORM

Contract Name: _____

Contract No.: _____

Tag No. and Description: _____

Make and Model No.: _____ Serial No.: _____

Input: _____

Range: _____

Set Point(s): _____

Simulate process variable (flow, pressure, temperature, etc.) and set desired set point(s). Run through entire range of switch and calculate deadband.

<u>Set Point</u>	<u>Increasing Input Trip Point</u>	<u>Decreasing Input Trip Point</u>	<u>Calculated Deadband</u>	<u>Required Deadband</u>
------------------	--	--	--------------------------------	------------------------------

CERTIFIED

Signature of Contractor Representative_____
Date

WITNESSED

Signature of Project Representative_____
Date

TRANSMITTER CALIBRATION TEST DATA FORM

Contract Name: _____

Contract No.: _____

Tag No. and Description: _____

Make and Model No.: _____ Serial No.: _____

Input: _____

Output: _____

Scale: _____ Range: _____

Simulate process variable (flow, pressure, temperature, etc.) and measure output with appropriate meter.

<u>Percent of Range</u>	<u>Input</u>	<u>Expected Output</u>	<u>Actual Output</u>	<u>% Deviation</u>
0				
50				
100				

Percent Deviation Allowed: _____

CERTIFIED

Signature of Contractor Representative_____
Date

WITNESSED

Signature of Project Representative_____
Date

MISCELLANEOUS INSTRUMENT CALIBRATION TEST DATA FORM

Contract Name: _____

Contract No.: _____

(For instruments not covered by any of the preceding test forms, the Contractor shall create a form containing all necessary information and calibration procedures.)

CERTIFIED

Signature of Contractor Representative

Date

WITNESSED

Signature of Project Representative

Date

INDIVIDUAL LOOP TEST DATA FORM

Contract Name: _____

Contract No.: _____

Loop No.: _____

Description:

(Give complete description of loop's function using tag numbers where appropriate.)

- A. Wiring tested:
 (Attach test forms)

- B. Instrumentation tubing/piping tested:
 (Attach test forms)

- C. Instruments calibrated:
 (Attach test forms)

- D. List step-by-step procedures for testing loop parameters. Test loop with instruments, including transmitters and control valves, connected and functioning. If it is not possible to produce a real process variable, then a simulated signal may be used with the Project Representative's approval.

CERTIFIED

Signature of Contractor Representative

Date

WITNESSED

Signature of Project Representative

Date

PLC ANALOG INPUT CALIBRATION TEST FORM

ANALOG INPUT MODULE				Page 1 of 3
Panel No.: _____				
Rack No. and Slot No.: _____				
Make and Model No.: _____				
Input: _____				
Simulate input and measure output with appropriate meter.				
Percent of Range	Input	Expected Register Reading	Actual Register Reading	Percent Deviation
Input 1				
0				
50				
100				
Percent Deviation Allowed: _____				
Input 2				
0				
50				
100				
Percent Deviation Allowed: _____				
Input 3				
0				
50				
100				
Percent Deviation Allowed: _____				
Input 4				
0				
50				
100				
Percent Deviation Allowed: _____				
Input 5				
0				
50				
100				
Percent Deviation Allowed: _____				

CERTIFIED _____ DATE: _____

ANALOG INPUT MODULE				Page 2 of 3
Percent of Range	Input	Expected Register Reading	Actual Register Reading	Percent Deviation
Input 6				

0				
50				
100				
Percent Deviation Allowed:				
Input 7				
0				
50				
100				
Percent Deviation Allowed:				
Input 8				
0				
50				
100				
Percent Deviation Allowed:				
Input 9				
0				
50				
100				
Percent Deviation Allowed:				
Input 10				
0				
50				
100				
Percent Deviation Allowed:				
Input 11				
0				
50				
100				
Percent Deviation Allowed:				

CERTIFIED _____

DATE: _____

ANALOG INPUT MODULE				Page 3 of 3
Percent of Range	Input	Expected Register Reading	Actual Register Reading	Percent Deviation
Input 12				
0				
50				
100				
Percent Deviation Allowed:				
Input 13				
0				
50				
100				
Percent Deviation Allowed:				
Input 14				
0				
50				
100				
Percent Deviation Allowed:				
Input 15				
0				
50				
100				
Percent Deviation Allowed:				
Input 16				
0				
50				
100				
Percent Deviation Allowed:				
Comments: _____				

CERTIFIED _____

DATE: _____

PLC AND RIO DISCRETE INPUT LOOP TEST FORM

Discrete Input Loop Test Data				
Tag/Device:				
Serial Number:				
Description:				
Process:				
Process Range:				
Signal Range:				
Panel Input:				
RIO/PLC Input:				
<u>>Setpoint</u>	<u>Device contact</u>	<u>PLC data reg</u>	<u>Panel terminals</u>	<u>Deadband</u>
<u><Setpoint</u>	<u>Device contact</u>	<u>PLC data reg</u>	<u>Panel terminals</u>	<u>Deadband</u>
Hardwired functions:				
Test Method:				
Comments:				

CERTIFIED _____

DATE: _____

PLC AND RIO ANALOG INPUT LOOP TEST FORM

Analog Input Loop Test Data						
Tag/Device:						
Serial Number:						
Description:						
Process:						
Process Range:						
Signal Range:						
Panel Input:						
PLC Input:						
Process Range	Process Value	Signal	PLC data expected	PLC data actual	Display data	
0%						
50%						
100%						
Hardwired funtions:						
Test Method:						
Comments:						

CERTIFIED _____

DATE: _____

Radio Network Test Form

Radio Call or SN#	Function M=Master S=Slave R=Repeater SR=Slave Repeater	Subnet ID RCV=XX XMT=XX	Antenna Y=Yagi O=Omni Height=XX'	Signal Strength	Noise	% Signal to Noise	Data Rate Set	Data Xfer Rate or Ping Time (ms)

CERTIFIED _____

DATE: _____

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Name and Address)		TRANSMITTAL DATE
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE Capitalized terms used in this Task/Deliverable Acceptance Certificate without definition have the meanings given to such terms in the body of the Agreement referenced herein.		AGREEMENT NUMBER
		TITLE
FROM:	TO:	
_____ Contractor Project Director (Signature Required)		
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto, to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Agreement, including Exhibit B (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments: 		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, including Exhibit B (Statement of Work), together with any additional documentation reasonably requested by County.		
County Acceptance: NAME _____ SIGNATURE _____ DATE _____ County Project Director		

Distribution:

Original – Financial Services

Copy 1 - Contractor

Copy 2 - County Project Manager

Copy 3 - DPW Master Contract File

County of Los Angeles
 Department of Public Works
 [Contractor]

EXHIBIT H

DGBP RELEVANT SOFTWARE AGREEMENT DEFINITIONS & PROVISIONS

A. DEFINITIONS

"ADATS" means generally the Automatic Data Acquisition and Telemetry System and more specifically all or any component of the Software, Interfaces, hardware, any Third Party Software, and/or services provided by or on behalf of Consultant under this AGREEMENT. Once completed and delivered by Consultant in accordance with the terms hereof, ADATS will collect, store, analyze, transmit, and graphically present status information on existing injection and groundwater conditions within the Dominguez Gap Barrier Project.

"Public Works' Contract Manager" has the meaning set forth in Paragraph 1 (Public Works' Contract Manager) of this Exhibit G.

"Deficiency" means, as applicable to any work provided by or on behalf of Consultant to Public Works: any malfunction, error, or defect in the design, development, or implementation of work; any error or omission, or deviation from the requirements, specifications or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent workmanship, which results in the ADATS, in whole or in part, not performing in accordance with the requirements and specifications, including those set forth in the Scope of Work and Exhibit E (Maintenance & Support), as determined by Public Works' Contract Manager, in Public Works' Contract Manager's sole discretion. Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "deficiency" has the same meaning as the term "Deficiency".

"Final Acceptance" has the meaning set forth in Paragraph 3 (Final Acceptance of ADATS) of this Exhibit G.

"Final Acceptance Date" has the meaning set forth in Paragraph 3 (Final Acceptance of ADATS) of this Exhibit G.

"Interfaces" means the software and hardware mechanisms which allow the transfer of electronic data or software commands between computer systems, computer programs, or computer program modules from time to time provided by or on behalf of Consultant in furtherance of its obligations under this AGREEMENT, including Interfaces described in the Scope of Work and/or any Change Order or Amendment. Unless otherwise expressly noted, "Interfaces" constituting software include both object code and Source Code (as defined below) versions of such Interfaces.

"Maintenance Services" has the meaning given to such term in Exhibit E (Maintenance & Support).

"Software" means any and all software applications, programming, upgrades, updates, enhancements, revisions, new version releases, improvements, corrections, bug fixes, patches, and modifications, including Third-Party Software, from time to time conceived, created, and/or developed by or provided to the County on behalf of Consultant in furtherance of its obligations under this AGREEMENT, including the Software described in the Scope of Work and/or any

Change Order or Amendment. Unless otherwise expressly noted, "Software" includes both object code and Source Code versions of such Software.

"Source Code" means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, including the tools and developer kits that created, and enable creation of, such code.

"Third-Party Software" has the meaning set forth in Paragraph 2 (Third-Party Software License and Warranties) of this Exhibit G.

"WinCC" means the "SIMATIC WinCC Version 7.0 or newer" software program, manufactured by Siemens AG. WinCC is further described in the Scope of Work.

B. PROVISIONS

1. Public Works' Contract Manager

Public Works' Contract Manager for this AGREEMENT shall be provided at the time of contract execution. Public Works will notify Consultant, in writing, of any change in the name or address of Public Works' Contract Manager.

2. ADATS, Third-Party Software License and Warranties

In addition to all other warranties set forth in this AGREEMENT, Consultant represents, warrants, covenants, and agrees that the ADATS required to be provided by Consultant under this Agreement is sufficient in type, function, and operation, and is provided under licensing conditions, including quantity and delivery method, in full compliance with the requirements of the AGREEMENT. Consultant will take all steps necessary to achieve and deliver this guaranteed performance.

Notwithstanding Paragraph 8 of the AGREEMENT, ownership of Third-Party Software identified on Exhibit I (Third-Party Software) remains with the applicable third party manufacturer. Consultant hereby grants a perpetual and irrevocable license to use, copy, and modify the object code versions of the Third Party Software, other than the WinCC, to which Public Works already has a preexisting license. Upon the Final Acceptance Date, such license shall be a fully-paid, irrevocable and perpetual license.

Consultant hereby represents and warrants that none of the Software other than the Third-Party Software is owned by third-parties. Consultant represents and warrants that it has not modified and shall not modify, nor does Consultant have any need to modify, Third-Party Software in order for the ADATS to fully perform in accordance with the requirements and specifications. Consultant represents and warrants that all Third-Party Software is provided to Public Works in the same unmodified form as received by Consultant from the applicable third-party. Consultant represents and warrants that Third-Party Software shall, together with the remainder of the ADATS, fully satisfy all of the requirements and specifications without the need for any modification of Third-Party Software by Consultant or otherwise. Consultant represents and warrants that it has secured or will secure all applicable license rights and permission for Public Works to use any Third-Party Software, and further represents and warrants that Public Works does not need any further license rights with respect to the Third-Party Software, including WinCC, other than the license rights described in this Paragraph 2,

in order for Consultant to fully complete and deliver the ADATS as required hereunder.

Public Works acknowledges that it may have to execute certain third-party license agreements in respect of such Third-Party Software. These third-party license agreements shall be at no additional cost to Public Works. To the extent that any such third-party license agreement conflicts with this AGREEMENT or in any way restricts Public Works full use and enjoyment of the ADATS as contemplated herein, Consultant shall take all necessary action and pay all sums required for Public Works to fully enjoy all the rights and benefits in respect of the ADATS granted under this AGREEMENT. Consultant shall promptly and at no cost to Public Works, either: (a) obtain a license from the appropriate third-party, which shall enable Consultant to modify such Third-Party Software, and Consultant shall provide all necessary modifications, or (b) to the extent that Consultant is unable to obtain such a license, provide an update or alternative solution, which is functionally equivalent, in the sole determination of Public Works' Contract Manager, in lieu of modifying such Third-Party Software.

3. Final Acceptance of ADATS

Consultant shall achieve "Final Acceptance" of the ADATS upon successful completion of all the following: (a) its successful completion and delivery of Work and testing protocols under the Scope of Work associated with the Final Acceptance (b) successful implementation of all functions and features of all such Work and successful achievement of all testing protocols have been verified by Public Works; (c) Public Works' Contract Manager has provided Consultant with written approval, as evidenced by Public Works' Contract manager countersignature on all applicable Task/Deliverable Acceptance Certificates, of all such Work (other than Task (12) Deliverable No. (U-1 through U-3) of the Scope of Work, which Task/Deliverable Acceptance Certificate is referenced in clause (e) below); (d) all such Work has been provided, installed, and operates in Public Works' production environment with no Deficiencies for no less than 60 consecutive calendar days; and (e) Public Works' Contract Manager has provided Consultant with written approval, as evidenced by Public Works' Contract Manager countersignature on the applicable task/Deliverable Acceptance Certificate, of Consultant's achievement of Final Acceptance (Task 12; Deliverable No. (U-1 through U-3) of the Scope of Work) (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Final Acceptance Date").